



UNITED STATES OF AMERICA
FEDERAL LABOR RELATIONS AUTHORITY

South Tower -- Suite 1950
225 Peachtree Street
Atlanta, GA 30303
(404) 331-5300 FAX: (404) 331-5280

September 7, 2011

Dennis F. Paquette
Chief of Human Resources Management Service
Department of Veterans Affairs
Central Alabama Veterans Health Care System
2400 Hospital Road
Tuskegee, AL 36083

Diane Peterson, President
American Federation of Government Employees, Local 110
P.O. Box 2141
Tuskegee, AL 36083

Re: Department of Veterans Affairs
Central Alabama Veterans Health Care System
and
American Federation of Government
Employees, Local 110
Tuskegee, Alabama
Case No. AT-CA-11-0496

Dear Mr. Paquette and Ms. Peterson:

Enclosed is a copy of the unfair labor practice charge which has been filed with this Office and assigned the case number shown above. To complete the investigation expeditiously, and to make a determination as to the merits of the charge, it is important that the parties cooperate fully during the ensuing investigation of the charge. You will be contacted shortly by the Agent who has been assigned to investigate the charge. If you have any questions please contact directly either the Agent or Regional Point of Contact indicated below.

If you are the party who filed the charge (Charging Party) and have not already done so, please submit the following so that it is **received** by this Office by **September 19, 2011**:

1. A list of witnesses - names, positions, day and evening telephone numbers, and a summary of their expected testimony about their personal knowledge of the charge.
2. Copies of all relevant documents, with an Index if submission is voluminous.

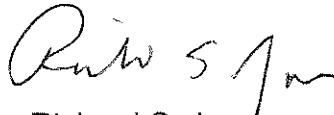
Section 2423.4(e) of the FLRA's Regulations requires that you provide this evidence/information. If you did not submit any evidence or information when you filed the charge and do not provide the material noted above so that this Office has **received** it by **September 19, 2011**, the charge may be dismissed for lack of cooperation. The Charging Party is responsible for confirming that all supporting evidence and information has been received by the date noted above.

If you are the party against whom this charge is filed (Charged Party), you are requested to review the allegations in the charge and submit a written position to this Office. You also are expected to cooperate fully in the investigation and will be asked by the Agent to supply documentary evidence or witnesses as is deemed necessary.

To assist both parties in understanding how an unfair labor practice charge is processed, I have enclosed an information sheet describing the investigatory process. Also, if someone other than you will be representing your party in this matter, please complete the enclosed "Notice of Designation of Representative."

The General Counsel encourages the informal resolution of the unfair labor practice charges and the assigned Agent is available to assist the parties in resolving this matter. More information concerning the General Counsel's dispute resolution services is contained in the enclosed question and answer sheet.

Sincerely,

A handwritten signature in dark ink, appearing to read "Rich S Jones", written in a cursive style.

Richard S. Jones
Acting Regional Director

Assigned Agent: Brian R. Locke
404/331-5300 Ext. 5021
blocker@flra.gov

Enclosed: Notice of Designation of Representative



UNITED STATES OF AMERICA
FEDERAL LABOR RELATIONS AUTHORITY
CHARGE AGAINST AN AGENCY

FOR FLRA USE ONLY

Case No.

AFCA-11-0496

Date Filed

9/1/11

Complete instructions are on the back of this form.

1. Charged Activity or Agency

Name: Department of Veterans Affairs

Address: 810 Vermont Avenue, N.W., Washington, DC 20420

Tel.#: (202) 461-4800

Ext.

Fax#: ()

2. Charging Party (Labor Organization or Individual)

Name: AFGE Local 110

Address: P O Box 2141, Tuskegee, AL 36083

Tel.#: 334 724-6846 (Fax)

Ext.

Fax#: ()

3. Charged Activity or Agency Contact Information

Name: Eric Shinseki

Title: Secretary, Dept of Vet Affairs

Address: 810 Vermont Avenue, N.W., Washington, DC 20420

Tel.#: (202) 461-4800

Ext.

Fax#: ()

4. Charging Party Contact Information

Name: Diane Peterson

Title: President, AFGE Local 110

Address: P.O. Box 2141, Tuskegee, AL 36083

Tel.#: (334) 727-0550

Ext. 3454

Fax#: ()

5. Which subsection(s) of 5 U.S.C. 7116(a) do you believe have been violated? [See reverse] (1) and 5 and 8

6. Tell exactly WHAT the activity (or agency) did. Start with the DATE and LOCATION, state WHO was involved, including titles.

Management officials, including, but not limited to Eric Shinseki, Secretary of VA, through his Agents: James Clark, Acting Director, VISN7, and Glen Struchtemeyer, Director CAVHCS

On May 16, 2011, a Cease and Desist - Demand to Bargain was issued to Mr. Struchtemeyer, regarding a letter Mr. David Burston received advising him that he was being realigned from Nursing (Respiratory Section) to a Licensed Practical Nurse, Nursing (Geriatrics, Extended Care and Rehabilitation Section).

Article 49 of the Master Agreement between the Department of VA and AFGE states, the Union will be provided reasonable advance notice of, be given the opportunity to be present at, and to participate in any formal discussion between one or more representatives of the Department and one or more employees in the unit or their representatives, on personnel policy or practice, or other general condition of employment. Article 47, Section 4 (A.) - Notification of Changes in Conditions of Employment notes that prior to changing conditions of employment of bargaining unit employees, the Department shall provide reasonable advance notice to the appropriate Union Official(s). In addition to this the Department agrees to forward, along with the notice, a copy of any and all information and/or materials relied upon to propose the changes(s) in conditions of employment. Under Article 21 Hours of Work, Section 2 (G), if the Department proposes to make any change to the AWS Plan for bargaining unit employees or to restrict the application of the plans to any new position, the local union shall be notified and given an opportunity to bargain.

AFGE Local 110 was also concerned about the realignment process, impact, and implementation, undue burden placed on the employee, and the loss in wages for this bargaining unit employee in Tuskegee, Alabama; and therefore requested all relevant and necessary information, including, but not limited to the rationale for the change in the assignment and specific location to perform the duties; this information was requested in accordance with 5 USC 7114 (b), (4) of the Statute.

AFGE Local 110 indicated the negotiations of this matter should begin no later than fifteen (15) days (May 31, 2011) from the date of our demand to bargain; further advising to please Cease and Desist any implementation of this realignment and assignment of Mr. Burston until bargaining obligations have been met.

On June 9, 2011, AFGE Local 110 received a written response from Mr. Struchtemeyer advising the reassignment would be effective May 22, 2011 and that if we had further concerns that we should contact Ms. Carolyn Caver-Gordon

The Agency failed to bargain and negotiate in good faith as requested, therefore, as the remedy, we are requesting Mr. Burston be returned to Nursing (Respiratory Section).

7. Have you or anyone else raised this matter in any other procedure? ☐ No ☐ Yes If yes, where? [see reverse]

8. I DECLARE THAT I HAVE READ THIS CHARGE AND THAT THE STATEMENTS IN IT ARE TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I UNDERSTAND THAT MAKING WILLFULLY FALSE STATEMENTS CAN BE PUNISHED BY FINE AND IMPRISONMENT, 18 U.S.C. 1001. THIS CHARGE WAS SERVED ON THE PERSON IDENTIFIED IN BOX #3 BY (check "x" box) ☒ Fax ☐ 1st Class Mail ☐ In Person

☐ Commercial Delivery ☐ Certified Mail

Diane Peterson

Type or Print Your Name

Your Signature

09/01/2011

Date

UNITED STATES OF AMERICA
FEDERAL LABOR RELATIONS AUTHORITY

NOTICE OF DESIGNATION OF REPRESENTATIVE

Case No.

01-CA-11-0496

TO:

Regional Director
Atlanta Regional Office
Federal Labor Relations Authority
South Tower, Suite 1950
225 Peachtree Street
Atlanta, GA 30303

I, the undersigned party, hereby designate as my representative in this proceeding, the person whose name and address appears below. Said representative is to be served copies of all formal documents and written communications in this proceeding, excepting subpoenas. This designation shall remain valid until a written revocation is filed by me.

Signature of party (please sign in ink)

Representative's name, address, zip code (print or type)

Title

Area Code

Telephone Number

FLRA Form 75
Rev. 3-80

BRL

UNITED STATES OF AMERICA
FEDERAL LABOR RELATIONS AUTHORITY

NOTICE OF DESIGNATION OF REPRESENTATIVE

AFGE LOCAL 110 (Charging Party)

vs.

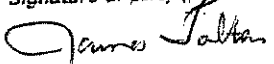
DEPARTMENT OF VETERANS AFFAIRS (Agency)
Central Alabama Veterans Health Care
System (CAVHCS)

Case No.

01-CA-11-0496

TO: Regional Director
Atlanta Regional Office
Federal Labor Relations Authority
South Tower, Suite 1950
225 Peachtree Street
Atlanta, GA 30303

I, the undersigned party, hereby designate as my representative in this proceeding, the person whose name and address appears below. Said representative is to be served copies of all formal documents and written communications in this proceeding, excepting subpoenas. This designation shall remain valid until a written revocation is filed by me.

| | | | |
|--|--|--|---|
| Signature of party (please sign in ink)  James R. Talton, PA-C, MBA, MS, FACHE Title Acting Director | | Representative's name, address, zip code (print or type) Attorney Bob Boulware Office of Regional Counsel 345 Perry Hill Road Montgomery, AL 36109 | |
| | | Area Code 334 | Telephone Number 271-0488, extension 203 |

FLRA Form 75
Rev. 3-80

BRT

UNITED STATES OF AMERICA
BEFORE THE FEDERAL LABOR RELATIONS AUTHORITY
ATLANTA REGION

DEPARTMENT OF VETERANS AFFAIRS,
CENTRAL ALABAMA VETERANS HEALTH
CARE SYSTEM,
TUSKEGEE, ALABAMA

Respondent

and

Case No. AT-CA-11-0496

AMERICAN FEDERATION OF
GOVERNMENT EMPLOYEES, AFL-CIO,
LOCAL 110

Charging Party

COMPLAINT AND NOTICE OF HEARING

1. This unfair labor practice complaint and notice of hearing is issued under 5 U.S.C. Sections 7101-7135 and 5 C.F.R. Chapter XIV.
2. The Department of Veterans Affairs, Central Alabama Veterans Health Care System, Tuskegee, Alabama (the Respondent) is an activity under 5 U.S.C. Section 7103(a)(3).
3. The American Federation of Government Employees, AFL-CIO (AFGE), is a labor organization under 5 U.S.C. § 7103(a)(4) and is the exclusive representative of a unit of employees appropriate for collective bargaining at the Respondent.
4. AFGE Local 110 (Local 110) is an agent of AFGE for the purpose of representing employees at the Respondent within the unit described in paragraph 3.
5. Local 110 filed the charge in Case No. AT-CA-11-0496 with the Atlanta Acting Regional Director on September 1, 2011.
6. Copies of the charge described in Paragraph 5 were served on the Respondent.
7. During all times material, Carolyn Caver-Gordon occupied the position of Associate Chief Nurse Mental Health at the Respondent's facility.
8. During all times material, the individual identified in paragraph 7 was a supervisor and/or management official for the Respondent.

9. During all times material, the individual identified in paragraph 7 was acting on behalf of the Respondent.
10. Prior to May 6, 2011, David Burston, a bargaining unit employee, worked Friday, Saturday, Sunday, and Monday from 7:30AM to 6:00PM.
11. On May 6, 2011, Caver-Gordon notified Burston that his schedule was going to be changed to work from 7:30AM to 4:00PM on Monday through Friday.
12. The Respondent did not give Local 110 advance notice or an opportunity to bargain over the change described in paragraph 11.
13. By the conduct described in paragraphs 11 and 12, the Respondent committed an unfair labor practice in violation of 5 U.S.C. § 7116(a)(1) and (5).

A HEARING ON THIS COMPLAINT WILL BE HELD before an Administrative Law Judge of the Federal Labor Relations Authority on **July 24, 2012 at 9:00 a.m. at a place to be determined in Tuskegee, Alabama.** The Respondent has the right to appear and present testimony and evidence at the hearing. To answer this Complaint, the Respondent must comply with the filing and service requirements set forth in 5 C.F.R. Part 2429 and file an original and 4 copies of its answer with the:

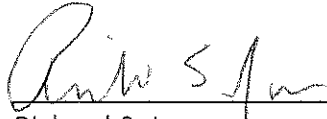
Chief Administrative Law Judge
Office of the Administrative Law Judges
Federal Labor Relations Authority
1400 K Street, N.W., Third Floor
Washington, D.C. 20424-0001

The answer must admit, deny, or explain each allegation of this Complaint. If the Respondent has no knowledge of an allegation or insufficient information as to its truthfulness, the answer must so state. Absent a showing of good cause to the contrary, a failure to file an answer or respond to any allegation in this Complaint shall constitute an admission. See 5 C.F.R. § 2423.20(b).

The Respondent must serve any answer on the Chief Administrative Law Judge, the FLRA Atlanta Regional Director, the Charging Party and all other parties at the addresses on the attached Certificate of Service. An answer filed in person must be received by the Office of the Administrative Law Judges no later than **June 5, 2012**. An answer filed by mail must be mailed and postmarked by **June 5, 2012**. The date of filing is determined by the postmark date. If no

postmark date is evident on the mailing, it shall be presumed to have been mailed 5 days prior to receipt. See 5 C.F.R. § 2429.21(b).

Dated: May 11, 2012



Richard S. Jones
Regional Director

Federal Labor Relations Authority- Atlanta Region
South Tower, Suite 1950
225 Peachtree Street, N.E.
Atlanta, GA 30303

UNITED STATES OF AMERICA
BEFORE THE FEDERAL LABOR RELATIONS AUTHORITY
ATLANTA REGION

DEPARTMENT OF VETERANS AFFAIRS,
CENTRAL ALABAMA VETERANS HEALTH
CARE SYSTEM,
TUSKEGEE, ALABAMA
Respondent

and

Case No. AT-CA-11-0496

AMERICAN FEDERATION OF
GOVERNMENT EMPLOYEES, AFL-CIO,
LOCAL 110
Charging Party

REQUEST FOR SETTLEMENT JUDGE

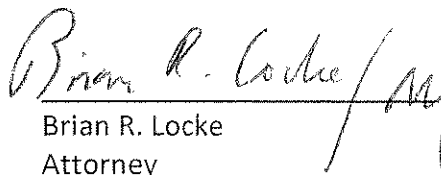
On May 11, 2012, the Atlanta Acting Regional Director issued a Complaint and Notice of Hearing in this case. The trial is set for July 24, 2012, at 9:00 a.m. in Tuskegee, Alabama. Pursuant to § 2423.25(d) of the Regulations, request is made for the assistance of a settlement judge in this matter.

The parties (or their representatives) and their telephone numbers are listed below:

| | | |
|----------------|-----------------|---------------------|
| Charging Party | Diane Peterson | 334-727-0550 x3454 |
| Respondent | Robert Boulware | 334-271-0488 x3 |
| Counsel for GC | Brian R. Locke | 404-331-5300 x 5021 |

Respectfully Submitted,

Dated: May 11, 2012
Federal Labor Relations Authority
South Tower – Suite 1950
225 Peachtree Street
Atlanta, GA 30303


Brian R. Locke
Attorney

**CERTIFICATE OF SERVICE
CASE NO. AT-CA-11-0496**

The below-signed hereby certifies that on May 11, 2012, I served the foregoing COMPLAINT AND NOTICE OF HEARING and REQUEST FOR SETTLEMENT JUDGE upon the interested parties by the methods indicated below:

BY CERTIFIED MAIL RETURN RECEIPT REQUESTED

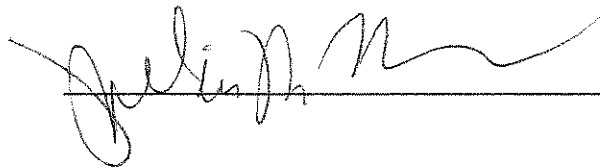
The Honorable Charles Center
Chief Administrative Law Judge
Office of Administrative Law Judges
Federal Labor Relations Authority
1400 K Street N.W., Third Floor
Washington, D.C. 20424-0001

W. Robert Boulware
Staff Attorney
Veterans Affairs Office of Regional Counsel
345 Perry Hill Road
Montgomery, AL 36109

Diane Peterson, President
AFGE, Local 110
PO Box 2141
Tuskegee, AL 36083

BY REGULAR MAIL

Julia Akins Clark, General Counsel
Office of the General Counsel
Federal Labor Relations Authority
1400 K Street, Second Floor
Washington, D.C. 20424-0001



ULP DATA ENTRY (revised February 2011)

CAVHCS
Tuskegee, AL

CASE NUMBER: 02-01-11-0496 DATE FILED: 9/1/11
 PROFESSIONAL ASSIGNED: (Code P1) BRL DATE: 9-2-11
 PROFESSIONAL REASSIGNED: (Code P2) _____ DATE: _____
 PROFESSIONAL CO-ASSIGNED: (Code P3) _____ DATE: _____
 OPENING LETTER ISSUED: (Code O1) _____
 INITIAL ISSUE CODE: AAS.06
 DISPOSITIVE ISSUE CODE: _____

DESCRIPTION (AN ENTRY MUST NOW BE MADE IN THIS BLOCK)

- _____ Exec. Order: Labor Relations forum activities or section 7106(b)(1)
- _____ Raises novel or interesting issue
- _____ Involves potentially sensitive issue
- _____ Concerns an issue of nationwide impact that may cross Regional Office geographic or jurisdictional boundaries
- _____ Injunction requested by Charging Party
- _____ Not Applicable

COMMENTS: (e.g., Related Case Number or any other information region would like to add)

KEY WORD CODES: (INSERT APPLICABLE CODE NUMBER IN FOLLOWING ACTION TABLE)

Example: Withdrawal Solicitation was After RD Determination; record A2" for Withdrawal Solicitation

Withdrawal Solicitation

- 1a) Prior to RD determination w/supervisory approval
- 1b) Prior to RD determination w/o supervisory approval
- 2) After RD determination
- 3) Unsolicited withdrawal

Scope

- 1) Dispositive action without the taking of formal evidence
- 2) Dispositive action prior to completion of full investigation
- 3) Dispositive action after full investigation

Cooperation (by charged party)

- 1) Full cooperation with affidavits and witnesses
- 2) Agent talked to witnesses - no affidavits
- 3) Submission of documentary evidence
- 4) Submission of statement of position
- 5) Agent talked to charged party representative
- 6) Cooperation not required

Remedy

- 1) Backpay - dollar amount _____
- 2) Make whole - dollar amount _____
- 3) Status quo ante (bargaining)
- 4) retroactive bargaining
- 5) rescission of action (non-bargaining)
- 6) other traditional remedy - FLRA posting, cease & desist order, prospective order (cases involving formal discussion, Weingarten, dues withholding, (a)(1) statement, prospective bargaining)
- 7) novel remedy (i.e. supervisory training)
- 8) other

Method

- 1) On-site affidavits and evidence
- 2) Telephone affidavits
- 3) Sworn questionnaire
- 4) Confirming letters
- 5) Unsworn questionnaire
- 6) On-site conversation
- 7) Telephone/E-mail conversation

Prosecutorial discretion

- 1) Yes
- 2) No

| ACTION | DATE | ENTER KEY WORD CODE FROM LIST, CHECK, OR ENTER INFORMATION AS APPROPRIATE |
|--|------|---|
| ADR - No Resolution (AD1) | | n/a |
| ADR - Partial Resolution (AD2) | | n/a |
| ADR - Full Resolution (AD3) | | n/a |
| Initial inquiry for injunctive relief (Code O2) | | n/a |
| Expedited investigation for injunctive relief (Code O3) | | n/a |
| Blocked (Code B1) | | Blocked by Case No. _____ |
| Unblocked (Code B2) | | n/a |
| Transferred to | | <input type="checkbox"/> AT (Code T1) <input type="checkbox"/> BN (Code T2) <input type="checkbox"/> CH (Code T3) <input type="checkbox"/> DA (Code T4) <input type="checkbox"/> DE (Code T5) <input type="checkbox"/> SF (Code T6) <input type="checkbox"/> WA (Code T7) |
| Transfer received by transferee Region (Code T8) | | n/a |
| Withdrawal approved (Code W1) | | <input type="checkbox"/> Withdrawal (Solicitation) <input type="checkbox"/> Cooperation <input type="checkbox"/> Method <input type="checkbox"/> Scope <input type="checkbox"/> Prosecutorial discretion |
| Withdrawal rescinded (Code W2) | | n/a |
| Withdrawal approved B secondary disposition (withdrawal after prior action) (Code W3) | | <input type="checkbox"/> Withdrawal (Solicitation) <input type="checkbox"/> Cooperation <input type="checkbox"/> Method <input type="checkbox"/> Scope <input type="checkbox"/> Prosecutorial discretion |
| Intervention started (Code I1) | | n/a |
| Intervention ended (Code I2) | | n/a |
| Advice requested (Code V1) | | Injunction recommended by Region <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Advice decided (Code V2) | | Advice Memo No. _____ <input type="checkbox"/> Dismiss charge <input type="checkbox"/> Complaint <input type="checkbox"/> Further investigation <input type="checkbox"/> Telephone advice <input type="checkbox"/> GC injunction recommended to FLRA |
| Full dismissal (Code D1) | | <input type="checkbox"/> Withdrawal (Solicitation) |

| ACTION | DATE | ENTER KEY WORD CODE FROM LIST, CHECK, OR ENTER INFORMATION AS APPROPRIATE |
|---|------|--|
| | | <input type="checkbox"/> Cooperation <input type="checkbox"/> Method <input type="checkbox"/> Scope <input type="checkbox"/> Prosecutorial discretion |
| Partial dismissal (Code D2) | | <input type="checkbox"/> Withdrawal (Solicitation) |
| Full dismissal -- secondary disposition (dismissal after prior action (Code D4) | | <input type="checkbox"/> Withdrawal (Solicitation) <input type="checkbox"/> Cooperation <input type="checkbox"/> Method <input type="checkbox"/> Scope <input type="checkbox"/> Prosecutorial discretion |
| Partial dismissal - secondary disposition (Code D5) | | <input type="checkbox"/> Withdrawal (Solicitation) |
| ADR post-dispositive action - No Resolution (AD4) | | n/a |
| ADR - post-dispositive action - Partial Resolution (AD5) | | n/a |
| ADR - post-dispositive action - Full Resolution (AD6) | | n/a |
| File sent by Dismissing Region to OGC for Appeals review (Code A21) | | n/a |
| Appeal file received by Dismissing Region from OGC (Code A27) | | n/a |
| Dismissal rescinded (Code D3) | | n/a |
| Private settlement-- PSIWOC before RD merit determination (Code S1) | | <input type="checkbox"/> Withdrawal (Solicitation) <input type="checkbox"/> Cooperation <input type="checkbox"/> Method <input type="checkbox"/> Scope <input type="checkbox"/> Remedy |
| <input type="checkbox"/> Precomplaint unilateral settlement (Code S2) <input type="checkbox"/> Precomplaint bilateral settlement (Code S3) <input type="checkbox"/> Precomplaint private settlement (Code S4) (PSIWOC after RD merit determination) | | <input type="checkbox"/> Withdrawal (Solicitation) <input type="checkbox"/> Cooperation <input type="checkbox"/> Method <input type="checkbox"/> Scope <input type="checkbox"/> Remedy |
| <input type="checkbox"/> Postcomplaint private settlement (PSIWOC post complaint) (Code S5) <input type="checkbox"/> Postcomplaint unilateral settlement (Code S6) <input type="checkbox"/> Postcomplaint bilateral settlement (Code S7) <input type="checkbox"/> Posthearing settlement (Code S8) | | <input type="checkbox"/> Remedy |
| Formal settlement (Code S9) | | <input type="checkbox"/> Remedy |
| <input type="checkbox"/> Precomplaint unilateral settlement & secondary action (Code S10) <input type="checkbox"/> Precomplaint bilateral settlement & secondary action (Code S11) <input type="checkbox"/> Precomplaint private settlement & secondary action (Code S12) (PSIWOC after RD merit determination) <input type="checkbox"/> Private settlement-- PSIWOC before RD merit determination (Code S13) | | <input type="checkbox"/> Withdrawal (Solicitation) <input type="checkbox"/> Cooperation <input type="checkbox"/> Method <input type="checkbox"/> Scope <input type="checkbox"/> Remedy |
| Stipulation filed with Authority (Code ST1) | | n/a |
| Stipulation filed with ALJ | | n/a |

| ACTION | DATE | ENTER KEY WORD CODE FROM LIST, CHECK, OR ENTER INFORMATION AS APPROPRIATE |
|--|---------|--|
| Stipulation record found insufficient by ALJ | | n/a |
| ULP complaint B case in abeyance (Code X1) | | |
| ULP complaint or appeal B case taken out of abeyance (Code X-3) | | |
| RD determination to issue complaint reached (C4) | | n/a |
| Complaint issued (Code C1) | 5-11-12 | <u>1</u> Cooperation <u>2</u> Method <u>3</u> Scope <u>7-24-12</u> Hearing date ___ No date |
| ULP Hearing scheduled (Code JO) | | ___ Cooperation ___ Method ___ Scope ___ Hearing date ___ No date |
| Complaint issued B secondary disposition (complaint issued after prior action) (Code C3) | | ___ Cooperation ___ Method ___ Scope ___ Hearing date ___ No date |
| ULP Hearing scheduled (Code JO) | | |
| Request for Summary Judgment filed by OGC with ALJ (Code SJ1) | | n/a |
| Request for Summary Judgment granted (Code SJ2) | | ___ Remedy ___ OALJ Decision # |
| Motion for postponement of hearing (Code J1) | | ___ GC ___ Charging Party ___ Respondent |
| Ruling on motion for postponement of hearing (Code J2) | | ___ New hearing date ___ Indefinitely postponed |
| Complaint withdrawn (Code C2) | | n/a |
| Hearing held -- (enter information on the Hearing screen using the Hearings Data Entry sheet) | | n/a |
| ALJ decision (enter this information on the Hearing screen using the Hearing Data Entry sheet) | | ___ Full violation ___ Partial violation ___ No violation |
| GC Exceptions filed (Code J6) | | n/a |
| GC Opposition to exceptions filed (Code J7) | | n/a |
| Cross-exceptions filed (Code J8) | | n/a |
| FLRA ULP decision (Also complete Hearings Data Entry sheet) | | ___ Citation ___ Full violation (Code A1) ___ Remedy ___ Partial violation (Code A2) ___ Remedy ___ No violation (Code A3) ___ Remanded to ALJ (Code A4) |
| Federal court appeal filed (Code CT1) | | ___ Name of court |

| ACTION | DATE | ENTER KEY WORD CODE FROM LIST, CHECK, OR ENTER INFORMATION AS APPROPRIATE |
|---|------|--|
| Federal court decision issued (Code CT2) | | <input type="checkbox"/> Affirm <input type="checkbox"/> Reverse <input type="checkbox"/> Remand <input type="checkbox"/> Modify <input type="checkbox"/> Appeal withdrawn <input type="checkbox"/> Enforce |
| Compliance initiated (Code C61) | | |
| Noncompliance alleged (Code CM1) | | n/a |
| Noncompliance action -- (Code CM2) referred to OGC for enforcement | | n/a |
| Compliance completed (Code CM3) | | n/a |
| Compliance not required -- Court decision no violation (Code CM4) | | n/a |

ARTICLE 13 - REASSIGNMENT, SHIFT CHANGES, AND RELOCATIONS

Section 1 - General

A. Definition

For purposes of this Article, a reassignment means a change of an employee from one position to another while serving continuously within the Department, without promotion or demotion. Because they are permanent, all reassignments will be documented in the employee's electronic Official Personnel Folder (eOPF).

B. Reassignments in connection with reductions in force for Title 38 staffing adjustments are not governed by this Article, but are governed by procedures similar to Title 5 Reduction in Force (RIF) procedures.

C. If a reassignment, shift change, or relocation of a Title 38 employee involves an issue of professional conduct or competence, then 38 USC 7422 applies.

D. Reassignments shall not be used as punishment, harassment, or reprisal.

E. If more employees volunteer than vacancies exist, the Department will select from the qualified volunteers. Seniority will be the selection criterion. If there are an insufficient number of volunteers, then the least senior qualified employee(s) will be selected.

F. Seniority shall be defined locally.

G. Reassignment to a position that provides specialized experience that the employee does not already have and is required for subsequent promotion to a designated higher-graded position and/or to a position with known promotion potential must be made on a competitive basis. All excepted service reassignments shall be done fairly and equitably, with a full opportunity for the employee to be reassigned.

H. The request of an employee seeking reassignment shall be entitled to prompt and fair consideration.

Section 2 - Local Bargaining ✖

The parties agree that reassignment is a subject appropriate for local bargaining. General areas which should be addressed include, but are not limited to:

A. Posting of job notices;

B. Submitting voluntary requests;

C. Consideration of requests; and,

D. Notification of reassignments.

Section 3 - Shift Change and Relocation

The parties recognize that giving consideration to seniority promotes improved employee morale and productivity. Employees may request to relocate from one area of the local duty station to another (or from one shift to another) in the same position, title, and series within the same service and with the same advancement potential. In filling such vacancy, seniority will be considered and the request will be granted if the employee has the requisite skills and abilities provided such relocation would be consistent with effective and efficient staffing. The Department reserves the right to make the assignments based on other good faith considerations in assuring effective management of the work force.

Section 4 - Voluntary Requests for Reassignment

Employees may, in writing, make the following requests under the following conditions:

A. Types of Requests:

1. To work a particular shift within a work area (days, evenings and nights);
2. To work in a particular work location within the same shift
(e.g., Building 4 second/pm shift);
3. To work in a particular building or work unit (e.g., Building 5 or Building 4-5E);
4. To be given relief assignments within the same shift on a continuing basis
(e.g., an Environmental Management Service Housekeeping Aide or Nutrition & Food Service Worker relieves for two workers on their days off and a third employee on one day off. Examples of voluntary requests may include, but are not limited to the following: Housekeeping Aide, WG-2, to Laundry Worker, WG-2; Nursing Assistant, GS-4, to Health Technician, GS-4; File Clerk, GS-4 to Mail Clerk, GS-4);
5. To be reassigned to another facility;
6. Any additional types as negotiated locally.

B. Conditions:

1. An available vacancy must exist;
2. The employee must meet basic qualifications for the position (grade, title, and physical requirements);
3. The employee must be performing at an acceptable level of performance;

4. Requests for voluntary reassignments will be considered;
 - a. First, within the work area
 - b. Second, within the building and/or service
 - c. Third, within the duty station
5. The selected employee shall normally be released and reassigned within two pay periods after written notification.
6. Requests will remain active and on file until rescinded by the employee.

Disputes involving reassignments shall be resolved through the negotiated grievance procedure.

Section 5 - Administrative/Involuntary Reassignments

Administrative reassignments/involuntary reassignments are reassignments initiated by the Department to meet valid operational needs. When such a reassignment is to be done, the Department will provide the local union with 30 days' notice, and bargain to the extent required by law and this agreement prior to effectuating the involuntary reassignment. In an emergent situation where the Department has less than 30 days' notice of the need for the reassignment, the Department will provide the local union with as much advance notice as it has, and an explanation of why the 30 day timeframe could not be met. The Department will provide the local union with the reasons for the action, the number/title(s) of positions affected, and the actions the Department intends to take to reduce the impact on employees. Reassignments that are noted in other articles, such as but not limited to, Discipline, Investigations, Performance, Workers' Compensation, RIF, and Reasonable Accommodation, shall follow the procedural requirements found within those respective articles.

Section 6 - Leave

All leave previously requested and approved will be transferred with the employee.

Section 7 - Relocation Expenses

An employee whose duty station changes either involuntarily not for cause or due to promotion shall be entitled to relocation expenses in accordance with regulations. Employees who request to relocate, absent a promotion, may be entitled to relocation expenses.

Section 8 - Voluntary Reduction in Grade

Prior to acting on an employee's request for a voluntary reduction in grade, the Department will assure that:

- A. The employee has been fully apprised in writing about the effects of such an

action; and,

- B. The employee has been given an explanation of other alternatives relevant to the particular case.

Section 9 - Reassignments for Medical Reasons

- A. Employees who are unable to perform their assigned duties as certified by a health care provider may voluntarily submit a written request to the Department for assignment to duties commensurate with the serious injury or illness and the employee's qualifications. The request will be accompanied by medical certification. The Department may require that such requests be reviewed by a federal medical officer for medical sufficiency and appropriate recommendations. The Department will consider such requests in accordance with applicable rules and regulations and medical recommendations.
- B. The Department will, to the extent that it is operationally feasible, reassign the employee to an appropriate vacancy or duties and responsibilities within his/her own service/section. Such reassignment will be commensurate with the employee's limitations and qualifications. Employees will continue to be considered for promotional opportunities for which they are otherwise qualified.
- C. This section does not provide the procedures for employees affected by job-related injuries or who request reasonable accommodation; those subjects are addressed in other articles of this Agreement.

New Agreement
Effective March 15, 2011

ARTICLE 21 - HOURS OF WORK AND OVERTIME

Section 1 - General

- A. A change in the administrative workweek and changes in the regularly scheduled administrative workweek are considered changes in conditions of employment for purposes of the notice requirement of Article 49 - Rights and Responsibilities, of this Agreement. There are laws and government-wide regulations specific to certain groups of employees such as physicians, dentists, personnel covered by the Baylor Plan, and firefighters. Where there is a conflict with this article, those laws and government-wide regulations shall apply.
- B. A rest period of 15 minutes duration will be allowed each employee twice during each eight hour day, normally one in the first half and one in the second half of the shift. A rest period of 10 minutes duration will be allowed each employee during each period of extended shift overtime of at least two hours duration. On days when all work is overtime, or in the case of extended shifts, a rest period of 15 minutes will be allowed for each period of four hours worked. Rest periods will not be added to periods of leave or the beginning or end of the employee's work shift. Except where the immediate work requirement of an employee's position requires the employee's constant presence, the Department will not restrict employee mobility during rest breaks.
- C. "Basic work requirement" means the number of hours, excluding overtime hours, that an employee is required to work or is required to account for by leave or otherwise.

Section 2 - Work Schedule Options (AWS and Credit Hours)

A. General

This section sets forth the procedures to be followed for Alternative Work Schedule (AWS) including flextime, compressed work schedules, and credit hours. This section also provides a menu of options that employees may request. AWS means a schedule other than the traditional eight hours fixed shift. Flexible work schedules, compressed work schedules, and credit hours are included in the definition of alternative work schedule. When an employee(s) makes a request supervisors must consider operational needs, including the employee's work unit(s) and the interests of the employee(s) before making a decision. The Department shall apply AWS in a fair and equitable manner. AWS is a subject for local bargaining consistent with this Agreement. AWS programs will not require the Department to extend the operating hours of the facility.

B. Flextime

1. "Flexible work schedule" means an eight hour workday in which the employee may vary the time of arrival and/or departure. A flexible work schedule includes core time and a flexible band. "Flexible time" and "flexible bands" mean the specific periods of the workday during which employees may opt to vary their arrival and departure times. Whenever possible, the flexible bands shall be 6:00 am to 6:00 pm.
2. "Modified Flex-tour" is a type of flextime where an employee selects a starting time within the established flexible time band. This establishes the employee's assigned schedule; however, the employee is allowed 15 minutes flexibility on either side of the selected arrival time. For example, an employee selecting 7:30 am as a starting time under modified flex-tour may report for work any time between 7:15 am and 7:45 am. Changes in starting time must be approved by the supervisor.
3. "Flex-in/flex-out" - Employees working a flexible schedule will be allowed to flex out and in during the workday, subject to supervisory approval. If a combination of an employee's starting time and the amount of time the employee is away from the worksite precludes the completion of a full workday prior to 6:00 pm, the employee will be placed in the appropriate leave category at his/her request or allowed the use of approved credit hours, as appropriate.
4. "Core hours" means that period of time when employees on a particular shift are expected to be at work.

C. Compressed Work Schedule (CWS)

1. "Compressed Work Schedule" (CWS) means, in the case of a full time employee, an 80 hour biweekly basic work requirement that is scheduled for less than 10 workdays, and in the case of a part-time employee, a biweekly basic work requirement of less than 80 hours that is scheduled for less than 10 workdays and that may require the employee to work more than eight hours in a day.
 - a. "5-4-9" is a work schedule that includes eight workdays of nine hours each plus one workday of eight hours within the biweekly pay period.
 - b. "4-10" is a work schedule that includes eight workdays of ten hours in each biweekly pay period.
 - c. "6-12-8" is an eighty hour bi-weekly basic work schedule that includes six twelve hour workdays and one eight hour workday.

2. Requests for CWS:

- a. Each employee desiring to work under a CWS plan must submit a written request to his/her supervisor for a decision. The Department shall act upon these requests as soon as possible, but in no case later than 30 calendar days after the request is made. If the request is denied, the supervisor will explain in writing the reasons for the denial; upon request, a sanitized copy will be provided to the local union. Decisions on CWS will be made based on valid operational needs. Employees already established in a CWS will not be required to file a new request for each pay period.
- b. All new employees or re-hires shall be given the opportunity of requesting participation in the CWS plan.
- c. Any conflicts in scheduling that result will be resolved in favor of the employee who is most senior, as defined locally.
- d. Employees who wish to terminate or change their participation in a CWS may do so at the beginning of any pay period after notifying their supervisor at least one pay period in advance or as negotiated locally. Hardship situations will be considered to the greatest extent possible and handled on an individual basis.
- e. When this contract is implemented, employees on CWS don't have to reapply for CWS in order to continue.
- f. Conflicts in scheduling that involve more requests for a particular day off than can be accommodated will be handled in accordance with the provision of Section 2 C.2.c above. Hardship situations will be considered on a case-by-case basis and to the greatest extent possible.
- g. Existing policies and practices remain in effect unless in conflict or inconsistent with this article.
- h. CWS and credit hours may be used by employees in the same work or organizational unit.
- i. Eligible employees will not be precluded from participating in CWS based solely on their position. This includes but is not limited to Veterans Benefits Administration (VBA), Austin Finance Center, Veterans Health Administration (VHA), and VA Central Office (VACO).

D. Credit Hours

1. Definition

- a. Those hours within a flexible work schedule in excess of the employee's daily tour of duty which are performed at the employee's option with the approval of his/her supervisor, so as to vary the length of a succeeding workday or workweek. Employees cannot be required to work credit hours in lieu of overtime.
- b. Employees on a flexible work schedule will not be precluded from earning credit hours based solely on their position.

2. Procedures

- a. Participating employees, including flextime/flex-tour participants and part-time employees, will be authorized to earn up to three credit hours per day, provided that there is work available for the employee and it can be performed at the requested time(s).
- b. Credit hours shall be earned in 1/4-hour increments and may be used in 1/4-hour increments.
- c. The maximum number of credit hours which a full-time employee may carry over from pay period to pay period is 24 hours. A part-time employee may not carry over more than one quarter of the hours in his/her basic biweekly work schedule from pay period to pay period.
- d. When an employee ceases to work in a work unit where credit hours may be earned, the employee shall be given the following options:
 - i. Sufficient advance notice to use earned credit hours prior to leaving the work unit;
 - ii. Compensation for the earned credit hours at the employee's current rate of basic pay; or,
 - iii. Transfer of the earned credit hours to the new work unit.

3. Request to Work Credit Hours

- a. Normally, the employee will request to work credit hours during the workday preceding the day he/she wishes to work. This request will be submitted to the immediate supervisor. In the supervisor's absence, the request shall be submitted to the next level supervisor. The request shall be documented as approved or denied by the supervisor

as soon as possible on the same day submitted.

- b. The above procedure shall not preclude the working of same day credit hours upon mutual agreement of the supervisor and the employee.

E. Exceptions

1. CWS and Fixed Shift Employees

- a. The parties agree that there are situations that may not readily accommodate a plan described in this section. Consideration and disposition of such situations shall be made on a case-by-case basis, subject to partnership and/or local bargaining.

2. Adverse Impact

- a. If a facility experiences adverse impact pursuant to 5 USC 6131 with either the AWS or credit hours, negotiations in accordance with Article 47 - Mid-Term Bargaining of the Master Agreement will begin immediately in an attempt to resolve the impact to both parties' satisfaction.

3. Temporary Suspension of AWS and/or Credit Hour Plan

- a. Temporary suspension of AWS and/or Credit Hours may be made for up to 14 days by a facility director, for a bona fide emergency, subject to immediate partnership discussions or negotiations.

F. Special Provisions for Suspension of CWS

- 1. CWS may be suspended when employees are attending and/or conducting training with beginning and ending times which would conflict with their CWS schedule.
- 2. An employee will continue to participate in the CWS plan while in travel status unless there is a need to change the work schedule; for example, the hours of operation at the travel site differ from those of the employee.

G. Miscellaneous

- 1. If the Department proposes to make any change to the AWS Plan (including the CWS Plan and Flextime Plan) or the Credit Hour Plan of bargaining unit employees or to restrict the application of the plans to any new position, the local union shall be notified and given an opportunity to bargain.
- 2. ~~Employees who are Union representatives who are on a flextime plan shall be allowed to earn Credit Hours while involved in representational activities in accordance with the provisions of this Agreement. In the performance of~~

labor-management activities, employees who are Union representatives will be given the opportunity to work the AWS Plan and/or the Credit Hour Plan in accordance with the provisions of this Agreement.

3. The parties understand and agree that Credit Hours for CWS are initiated by the employee, subject to approval by the supervisor. In contrast, the parties understand and agree that overtime and compensatory time (with the exception of religious compensatory time) are initiated by the Department. Flextime will be requested and bargained locally.
4. In maintaining adequate staffing coverage, it is agreed and understood that the Department shall approve CWS in a fair and equitable manner.
5. The Department shall provide the local union with advance written notice of any survey or study concerning AWS and/or Credit Hours in which information is sought from bargaining unit employees.
6. This Agreement does not preclude an employee from requesting an altered tour of duty for specific personal reasons.
7. Under a CWS plan, a full-time employee who is relieved or prevented from working on a day designated as a holiday (or an "in lieu of" holiday) by federal statute or Executive Order is entitled to his or her rate of basic pay for the number of hours of the CWS on that day, per 5 CFR Part 610.
8. If a part-time employee is relieved or prevented from working on a day within the employee's scheduled tour of duty that is designated as a holiday by federal statute or Executive Order, the employee is entitled to basic pay for the number of hours of the CWS on that day. When a holiday falls on a non-workday of a part-time employee, he/she is not entitled to an in lieu of day for that holiday.
9. Determining in lieu of holidays when holidays fall on non-workdays:
 - a. If a holiday falls on a non-workday of the employee, except for holidays falling on a Sunday non-workday, the employee's preceding workday will be the designated in lieu of holiday.
 - b. If the holiday falls on the Sunday non-workday of an employee, the subsequent workday will be the employee's designated in lieu of holiday.

H. Lunch Breaks

The Department shall continue the existing lunch and break arrangements. If the Department determines that an adjustment to lunch and/or breaks is necessary to solve any significant public service or operational problems caused by the

AWS Plan, the local union shall be given the opportunity to bargain on such changes in working conditions.

Section 3 - Tours of Duty/Scheduling

- A. For the purpose of this section, these definitions of terms are used:
 - 1. Established Tour - A tour of duty approved with a specific beginning and ending time.
 - 2. Work Shift - 1st shift (days), 2nd shift (evenings), 3rd shift (nights) within a 24 hour period.
- B. An employee's workweek will usually not extend over more than five days of the period Sunday through Saturday.
- C. Employees shall not be scheduled to work more than two of the established work shifts (days, evenings, and nights) within any fourteen consecutive day period unless the parties locally agree to a period longer than fourteen consecutive days.
- D. Employees shall not be required to report to work unless they have had at least 12 hours of off-duty time between work tours. Exceptions may be made by mutual agreement between the employee and their supervisor.
- E. Rotation - Scheduled off-tours shall be rotated fairly and equitably among affected employees, i.e., day/evening, day/night.
- F. Rotation of weekends and holidays shall be on a fair and equitable basis within a group and may be a subject for local bargaining. The weekends are defined as Saturday and Sunday and may be expanded to include Friday or Monday when scheduling permits.
- G. Records of weekend and off tours shall be kept by the Department to ensure fair and equitable treatment of employees. These records shall be readily available for review by the employees and local union.
- H. Seniority among employees with comparable qualifications will be the determining factor for access to a preferred tour. Seniority will be defined locally.
- I. Excessive use of overtime in any area will be evaluated by the local union and the Department to review staffing options.
- J. Every practicable effort will be made to assure that work schedules will not be for more than six consecutive days for eight hour tours, three consecutive days for twelve hour tours, and four consecutive days for ten hour tours with no less than two consecutive days off. Changes in the above procedures shall not be made

without notice to the local union.

- K. The local union shall be provided schedules upon request. Alterations, procedures, and time frames for posting schedules shall be negotiated locally. If posted time sheets are altered, notification will be given to the employee in a timely manner.
- L. When a change of uniform is required, the Department will provide up to ten minutes at the beginning and ending of a tour for the employees to change clothes. In addition, employees will be allowed a reasonable amount of time to change clothes when their clothing becomes soiled.
- M. The Department will permit reasonable clean-up time at the end of each shift for the purpose of returning tools or equipment and cleaning up the work areas and machinery as necessary in each work area. No employee shall be required to remain after the end of his/her shift without appropriate compensation for the purpose of cleaning up the designated area.

Section 4 - General Overtime Provisions

- A. Overtime shall be distributed in a fair and equitable manner.
- B. When an employee works overtime, whether covered by the Fair Labor Standards Act or exempt, such overtime will be paid in increments of 15 minutes.
- C. Employees shall be paid differential and premium pay in addition to the overtime compensation in accordance with applicable regulations.
- D. It is agreed that non-bargaining unit employees shall not be scheduled on overtime to perform the duties of bargaining unit employees for the sole purpose of eliminating the need to schedule bargaining unit employees for overtime.
- E. The Department shall make a reasonable effort to give the employee as much notice as possible when planned overtime is required, and further, will give due consideration to the employee's personal circumstances. At the employee's request, the Department will endeavor to avoid mandated overtime exceeding four hours at the end of the employee's tour of duty.
- F. Those employees eligible by Title 5 or Title 38 can accrue and use compensatory time when approved by the Department. Eligible employees may request compensatory time off in lieu of premium pay for overtime work. The approving official will consider staffing needs in the decision whether to approve compensatory time. Supervisors shall not require the above mentioned employees to take compensatory time in lieu of overtime pay. Appropriate officials or their designees, may, at the request of a GS or FWS employee on a

flexible schedule, grant compensatory time off in lieu of overtime pay, whether such overtime hours are regularly scheduled or irregular or occasional in nature. If the employee does not request compensatory time off in lieu of overtime pay, or if the employee's request for compensatory time off in lieu of overtime pay is not granted, the employee shall be compensated for such overtime under the applicable statutory provisions.

- G. The Department shall, to the extent practicable, permit employees who earn compensatory time instead of overtime to use their compensatory time at the earliest time convenient to them within 26 pay periods. Normally, compensatory time off shall be granted before annual leave is approved. If annual leave would otherwise be forfeited, however, the annual leave shall be granted before compensatory time off. Any employee who is unable to use compensatory time within 26 pay periods shall receive overtime pay instead.
- H. Employees who are required to work overtime will be allowed to call at no cost to themselves to make necessary arrangements. This shall include but is not limited to dependent care arrangements and updates, medical appointments, classes and self-improvement commitments, etc.
- I. When employees in a voluntary situation indicate in advance that they will work overtime, the Department should have an expectation that they will keep their commitment. It is understood that employees occasionally may be unable to report for assigned overtime work. Therefore, an employee who volunteers for overtime work and fails to report as scheduled without good cause may have his or her name placed at the end of any overtime roster.
- J. Employees who are called back to work for a period of overtime unconnected to their regularly scheduled tour or who work overtime on their day(s) off are entitled to a minimum of two hours overtime pay. Employees called in for emergency work outside their basic workweek shall not normally be required to perform non-emergency functions. This does not preclude employees from being called in to provide coverage in non-emergency situations.
- K. Rosters of employees will be utilized to determine voluntary or involuntary overtime. The mechanics and eligibility of the rosters are subjects for local negotiations and seniority will be the criterion. The Department will make available to the Union, upon request, current records of overtime assignments.
- L. Employees required to work through their non-duty meal period shall be paid for such time.
- M. In the event of an extension of a regular work shift into an evening or night work

shift for more than a three hour overtime work period, reasonable time will be allowed, when possible, for procurement and eating of food. This will occur no later than three hours after the overtime starts.

Section 5 - Paid On-Call/Standby

- A. Title 5 Employees and Hybrids earning on-call pay under authorities other than 38 USC 7454.
 - 1. Paid on-call and standby duty will be rotated among all qualified staff. Records of paid on-call and standby duty shall be kept by the Department and made available to the local union upon request. Employees scheduled for paid on-call duty shall be issued pagers or other mobile technology which will be used to notify them of a need for their return to duty.
 - 2. On-call employees shall not be expected to work more than 16 consecutive hours of actual work, except in rare and unusual circumstances.
 - 3. Employees will not be required to stay at home unless they are in a standby duty status (5 CFR 550.141) or required to wear and respond to beepers/pagers unless they are scheduled to be in an on-call duty status under the provisions of 38 USC 7457.
 - 4. Employees shall not be scheduled on-call while on annual leave.
 - 5. If an on-call or standby tour of duty is terminated in a work unit, the decision and reason shall be specific and in writing and forwarded to the local union to fulfill bargaining obligations.
 - 6. Those employees currently in a standby pay retention status will continue to be paid under the provisions of 38 USC 7457(c).
- B. Registered Nurse (RN), Certified Registered Nurse Anesthetist (CRNA), Physician Assistant (PA), Expanded Function Dental Auxiliary (EFDA), and Hybrids earning on-call pay under 38 USC 7453(h) or 7454:
 - 1. RNs and CRNAs earn premium pay at 10% of their overtime rate for officially scheduled on-call duty pursuant to 38 USC 7453(h). PAs and EFDAs earn premium pay on the same basis as RNs for officially scheduled on-call duty pursuant to 38 USC 7454(a). Other hybrid employees may earn premium pay on the same basis as nurses for officially scheduled on-call duty pursuant to 38 USC 7454(b).
 - 2. Procedures relating to on-call duty for employees covered by Paragraph 1 above are contained in VA Handbook 5007, Part V, Chapter 5, Paragraph 1. This

paragraph is purely for informational purposes and is not itself subject to collective bargaining or grievable under the negotiated grievance procedure.

3. Records of on-call duty shall be kept by the Department and made available to the local union upon request.

Section 6 - Local Negotiations

Those facilities having locally negotiated agreements will continue to honor those agreements so long as they do not conflict with the Master Agreement. A conflict shall be resolved in favor of the Master Agreement.

ARTICLE 46--RIGHTS AND RESPONSIBILITIES

Section 1 - Introduction

The parties recognize that a new relationship between the Union and the Department as full partners is essential for reforming the Department into an organization that works more efficiently and effectively and better serves customer needs, employees, Union representatives, and managers.

Section 2 - Union Rights

- A. In all matters relating to personnel policies, practices, and other conditions of employment, the parties will have due regard for the obligations imposed by 5 USC Chapter 71, this Agreement, and the concept and principles of Partnership.
- B. Each party shall recognize and meet with the designated representative(s) of the other party at mutually agreeable times, dates, and places that are reasonable and convenient.
- C. The Department will not restrain, coerce, discriminate against, or interfere with any Union representative or employee in the exercise of their rights.

Section 3 - Union Representation

The Union will be provided reasonable advance notice and be given the opportunity to be present and to participate at any formal discussion between one or more representatives of the Department and one or more employees in the unit or their representatives concerning any grievance, personnel policy or practice, or other general condition of employment. The Union will also be allowed to be present and represent an employee at any examination of an employee in the unit by a representative of the Department in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary/adverse action against the employee and the employee requests representation.

Section 4 - Notification of Changes in Conditions of Employment

The Department shall provide reasonable advance notice to the appropriate Union official(s) prior to changing conditions of employment of bargaining unit employees. The Department agrees to forward, along with the notice, a copy of any and all information/material relied upon to propose the change(s) in conditions of employment. All notifications shall be in writing to the appropriate Union official, with sufficient information to the Union for the purpose of exercising its full rights to bargain.

Section 5 - Information

The Department agrees to provide the Union, upon request, with information that is normally maintained, reasonably available, and necessary for the Union to effectively fulfill its representational functions and responsibilities. This information will be provided to the Union within a reasonable time and at no cost to the Union.

Section 6 - Notification of Union Officials

The Union will annually provide management at each facility with an updated list of the names, titles, and work telephone numbers of all Union officials along with the room/location of the union office and representatives as well as changes as they occur. The Department agrees to disseminate the list to all bargaining unit employees within 30 days after its receipt. Further, management agrees to provide all new hires with a copy of the list when they enter on duty.

Section 7 - Union-Employee Communication

The Department will not alter or censor the content of any direct communications between the Union and employees. However, Department facilities will not be available for posting or distribution of libelous or defamatory material directed at Department or Union officials or programs.

Section 8 - Surveys and Questionnaires

A. The Department will not communicate directly with bargaining unit employees through verbal or written surveys and questionnaires regarding conditions of employment without prior notification to the Union and bargaining where appropriate. This includes all questionnaires and surveys from all other agencies. Nothing in this section precludes the Union from the right to bargain over conditions of employment under the Statute.

B. Participation in surveys will be voluntary, unless the parties agree to require participation. Employees will be assured that their responses will be confidential and their anonymity protected, unless the parties agree otherwise.

C. The results of surveys conducted by either party regarding conditions of employment will be shared. If a third party conducts a survey and the results are distributed to the Department, the results will be shared with the Union.

Section 9 - New Employee Orientation

The parties are encouraged to make a joint presentation to new employees to orient them about the Department and the Union. If the Union desires to make a presentation on its own, the Union will be afforded the opportunity to make a thirty- (30) minute presentation during each orientation session for new employees. The Union will be provided the same respect and dignity as other presenters and will not be subjected to intimidation or censure. Management will provide the Union with notice of the date, time, and place of the orientation. The scheduled starting time of the Union presentation will be a subject for local negotiations. The Union official making the presentation will be allowed duty time to make the presentation. Stewards or Union officers may introduce themselves to new employees at the worksite and inform them of their availability for representation functions so long as there is no undue disruption of work activities.

Section 10 - Voluntary Programs

The parties shall provide each other reasonable advance notice of the initiation or discontinuance of all voluntary programs such as bond campaigns, blood programs, fund drives, etc. When requested, appropriate bargaining will be held. The parties agree that employee participation in the Combined Federal Campaign, blood donor drives, bond campaigns and other worthy projects will be on a voluntary basis. This does not preclude publicizing such projects and encouraging employees to contribute.

Old Agreement
~~Effective March 15, 2011~~

ARTICLE 20--HOURS OF WORK AND OVERTIME

Section 1 - General

A. A change in the administrative workweek and changes in the regularly scheduled administrative workweek are considered changes in conditions of employment for purposes of the notice requirement of Article 46, Rights and Responsibilities. There are laws and governmentwide regulations specific to certain groups of employees such as physicians, dentists, personnel covered by the Baylor Plan, and firefighters. Where there is a conflict with this Article, those laws and governmentwide regulations shall apply.

B. A rest period of fifteen (15) minutes duration will be allowed each employee twice during each eight (8)-hour day, normally one in the first half and one in the second half of the shift. A rest period of ten (10) minutes duration will be allowed each employee during each period of extended shift overtime of at least 2 hours duration. On days when all work is overtime, or in the case of extended shifts, a rest period of fifteen (15) minutes will be allowed for each period of four (4) hours worked. Rest periods will not be added to periods of leave or the beginning or end of the employee's work shift. Management will not restrict employee mobility during rest breaks except for those positions which require employees' constant presence.

C. "Basic work requirement" means the number of hours, excluding overtime hours, that an employee is required to work or is required to account for by leave or otherwise.

Section 2 - Work Schedule Options (AWS and Credit Hours)

A. General - This section sets forth the procedures to be followed for Alternative Work Schedules (AWS) including flextime, compressed work schedules, and credit hours. This section also provides a menu of options for local bargaining/partnership for employees to participate in these plans. AWS means a schedule other than the traditional eight (8) hours fixed shift. Flexible work schedules and compressed work schedules are included within the definition of an alternative work schedule. Other variations of AWS may be negotiated locally to expand opportunities for bargaining unit employees.

B. Flextime

1. "Flexible work schedule" means an eight (8)-hour work day in which the employee may vary the time of arrival and/or departure. A flexible work schedule includes core time and a flexible band. "Flexible time" and "flexible bands" mean the specific periods of the workday during which employees may opt to vary their arrival and departure times. Whenever possible, the flexbands shall be 6 a.m. to 6 p.m.

2. "Modified Flextour" is a type of flextime where an employee selects a starting time within the established flexible time band. This establishes the employee's assigned schedule; however, the employee is allowed fifteen (15) minutes flexibility on either side of the selected arrival time. For example, an employee selecting 7:30 a.m. as a starting time under modified flextour may report for work any time between 7:15 a.m. and 7:45 a.m. Changes in starting time must be approved by the supervisor.

3. "Flex-in/flex-out" - Employees working a flexible schedule will be allowed to flex out and in during the workday, subject to supervisory approval. If a combination of an employee's starting time and the amount of time the employee is away from the worksite precludes the completion of a full workday prior to 6 p.m., the employee will be placed in the appropriate leave category at their request or charged AWOL, as appropriate.

4. "Core hours" means that period of time when all employees on a particular shift are expected to be at work.

C. Compressed Work Schedule (CWS)

1. "Compressed Work Schedule" (CWS) means, in the case of a full time employee, an eighty- (80) hour biweekly basic work requirement that is scheduled for less than 10 workdays; and, in the case of a part time employee, a biweekly basic work requirement of less than eighty (80) hours that is scheduled for less than ten (10) workdays and that may require the employee to work more than eight (8) hours in a day.

a. "5-4-9" is a work schedule that includes eight (8) workdays of nine (9) hours each plus one (1) workday of eight (8) hours within the biweekly pay period.

b. "4-10" is a work schedule that includes eight (8) workdays of ten(10) hours in each biweekly pay period.

c. "6-12-8" is an eighty (80) hour bi-weekly basic work schedule that includes six (6) twelve (12) hour workdays and one (1) eight (8) workday.

2. Requests for CWS

a. Each employee desiring to work under a CWS plan should submit a written request to their supervisor for a decision. The employer will act upon these requests as soon as possible, but in no case later than thirty (30) days after the request is made. Employees already established in a CWS will not be required to file a new request for each new requesting period.

b. All new employees or re-hires will be given the opportunity of requesting participation in the CWS plan.

c. Once operational needs are taken care of, any other conflicts in scheduling that result will be resolved in favor of the employee who has seniority as defined locally.

d. Employees who wish to terminate or change their participation in a CWS may do so at the beginning of any pay period after notifying their supervisor at least one pay period in advance or as negotiated locally. Hardship situations will be considered.

e. Employees currently participating in a CWS arrangement may continue at their option.

f. Conflicts in scheduling that involve more requests for a particular day off than can be accommodated will be handled in accordance with the provision of subsection c above. Hardship situations will be considered.

g. Existing policies and practices remain in effect unless in conflict or inconsistent with this Article.

D. Credit Hours

1. Definition

Those hours in excess of the employee's daily tour of duty which are performed at the employee's option with approval of their supervisor so as to vary the length of a succeeding workday or workweek.

2. Procedures

a. Participating employees, including flextime/flextour participants and part-time employees, will be authorized to earn up to three (3) credit hours per day, provided that there is work available for the employee and it can be performed at the requested time(s).

b. Credit hours may be earned in 1/4-hour increments and may be used in 1/4-hour increments.

c. The maximum number of credit hours which a full-time employee may carry over from pay period to pay period is twenty-four (24) hours. A part-time employee may not carry over more than one quarter of the hours in their basic bi-weekly work schedule from pay period to pay period.

3. Request to Work Credit Hours

a. Normally, the employee will request to work credit hours during the workday preceding the day they wish to work. This request will be submitted to the immediate supervisor. In the supervisor's absence, the request will be submitted to the next level supervisor. The request will be documented as approved or denied by the supervisor as soon as possible on the same day submitted.

b. The above procedure does not preclude the working of same day credit hours upon mutual agreement of the supervisor and the employee.

E. Exceptions

1. CWS and Fixed Shift Employees

The parties agree that there are situations that may not readily accommodate a plan described in this section. Consideration and disposition of such situations will be made on a case-by-case basis, subject to partnership/local bargaining.

2. Adverse Impact

If a facility experiences adverse impact pursuant to 5 USC 6131 with either the AWS or credit hours, negotiations in accordance with Article 44, Mid-Term Bargaining, will begin immediately to attempt to resolve the impact to both parties' satisfaction.

3. Temporary Suspension of AWS and/or Credit Hour Plan

Temporary suspension of AWS and/or Credit Hours may be made for up to fourteen (14) days by a facility director, for a bona fide emergency, subject to immediate partnership discussions or negotiations.

F. Special Provisions for Suspension of CWS

1. CWS may be suspended when employees are attending and/or conducting training with beginning and ending times which conflict with their CWS schedule.

2. An employee will continue to participate in the CWS plan while in travel status unless there is a need to change the work schedule; for example, the hours of operation at the travel site differ from those of the employee.

G. Miscellaneous

1. If the Department proposes to make any change to the AWS Plan (including the CWS Plan and Flextime Plan) or the Credit Hour Plan of bargaining unit employees or to restrict the application of the Plans to any new position, the Union will be notified and given an opportunity to bargain.

2. In the performance of labor-management activities, employees who are AFGE representatives will be given the opportunity to work the AWS Plan and/or the Credit Hour Plan in accordance with the provisions of this Agreement.

3. The parties understand and agree that credit hours or compressed work schedules will be initiated by the employee and will be subject to approval by the supervisor. In contrast, the parties understand and agree that overtime and compensatory time (with the exception of religious compensatory time) are initiated by the Employer. Flextime will be requested and bargained locally for employee groups or organizational entities.

4. In maintaining adequate staffing coverage, it is agreed and understood that management will approve CWSs in a fair and equitable manner.

5. The Department will provide the Union with advance written notice of any survey or study concerning AWS and/or credit hours in which information is sought from bargaining unit employees.

6. This Agreement does not preclude an employee from requesting an altered tour of duty for specific personal reasons.

H. Lunch Breaks

The Department will continue the existing lunch and break arrangements. If the Department determines that an adjustment to lunch and/or breaks is necessary to solve any significant public service or operational problems caused by the AWS Plan, the Union will be given the opportunity to bargain on such changes in working conditions.

Section 3 - Tours of Duty/Scheduling

A. For the purpose of this section, these definitions of terms are used:

1. Established Tour - A tour of duty approved with a specific beginning and ending time.

2. Work Shift - 1st (days), 2nd (evenings), 3rd shift (nights) within a twenty-four- (24) hour period.

B. An employee's workweek will usually not extend over more than five (5) days of the period Sunday through Saturday.

C. Employees will not be scheduled to work more than two (2) of the established work shifts (days, evenings, and nights) within any seven (7) consecutive day period unless the parties locally agree to a period longer than seven (7) consecutive days.

D. Except in emergencies, employees will not be required to report to work unless they have had at least twelve (12) hours off-duty time between work tours. Exceptions may be made with the approval of the employee and supervisor. This will not preclude work on an overtime basis.

E. Rotation - Scheduled off-tours will be rotated fairly and equitably among affected employees, i.e., day/evening, day/night.

F. Rotation of weekends and holidays will be on a fair and equitable basis within a group and may be a subject for local bargaining. The weekends are defined as Saturday and Sunday and may be expanded to include Friday or Monday when scheduling permits.

G. Records of weekends and off tours will be kept by management to ensure fair and equitable treatment of employees. These records will be readily available for review.

H. Seniority among employees with comparable qualifications will be the determining factor for access to a preferred tour. Seniority will be defined locally.

I. Excessive use of overtime in any area will be evaluated by the Union and Management to review staffing options.

J. Shift schedules and areas of assignment will be posted at least fourteen (14) days in advance. Every effort will be made to assure that work schedules will not be for more than six (6) consecutive days for eight hour tours, three (3) consecutive days for twelve (12)

hour tours, and four (4) consecutive days for ten hour tours with no less than two (2) consecutive days off. Changes in the above procedures will not be made without consultation with the Union.

K. When change of uniform is required or permitted, the Department will provide ten (10) minutes at the beginning and ending of the tour for the employees to change clothes.

L. The Department will permit reasonable clean-up time at the end of each shift for the purpose of returning tools and cleaning up the work areas and machinery as necessary in each work area. No employee shall be required to remain after the end of their shift for the purpose of cleaning up their designated area.

Section 4 - General Overtime Provisions

A. Overtime shall be distributed in a fair and equitable manner.

B. When an employee works overtime, whether covered by the Fair Labor Standards Act or exempt, such overtime will be paid in increments of fifteen (15) minutes.

C. Employees shall be paid differential and premium pay in addition to the overtime compensation in accordance with applicable regulations.

D. It is agreed that nonbargaining unit employees shall not be scheduled on overtime to perform the duties of bargaining unit employees for the sole purpose of eliminating the need to schedule bargaining unit employees for overtime.

E. When employees in a voluntary situation indicate in advance that they will work overtime, the Employer should have an expectation that they will keep their commitment. It is understood that employees occasionally may be unable to report for assigned overtime work. Therefore, an employee who volunteers for overtime work and fails to report as scheduled without good cause may have their name placed at the end of any overtime roster.

F. Employees who are called back to work for a period of overtime unconnected to their regularly scheduled tour or who work overtime on their day(s) off are entitled to a minimum of two (2) hours overtime pay. Employees called in for emergency work outside their basic workweek shall not normally be required to perform nonemergency functions. This does not preclude employees from being called in to provide coverage in nonemergency situations.

G. Rosters of employees will be utilized to determine voluntary or mandatory overtime. The mechanics and eligibility of the rosters are subjects for local negotiations and seniority will be a criterion. The Department will make available to the Union, upon request, current records of overtime assignments.

H. Employees required to work through their nonduty meal period shall be paid for such time.

I. In the event of an extension of a regular work shift into an evening or night work shift for more than a three- (3) hour overtime work period, reasonable time will be allowed, when possible, for procurement and eating of food no later than three (3) hours after the overtime starts. Responsibilities while eating will be the same as regularly scheduled employees.

J. Those employees eligible by Title 5 or Title 38 can accrue and use compensatory time when approved by Management.

Section 5 - Paid On-Call/Standby

A. Normally, volunteers will be used to perform on-call or standby duty before assigning such duty to nonvolunteers.

B. Scheduled on-call will be rotated among all qualified staff. Records of on-call shall be kept by management and made available to the Union upon request. If funding permits, employees scheduled for on-call duty shall be issued pagers or other mobile technology which will be used to notify them of a need for their return to duty.

C. On-call employees shall not be expected to work more than sixteen (16) consecutive hours, except in rare and unusual circumstances.

D. If on-call employees are called back to the station, they shall receive a minimum of two (2) hours of pay.

E. Employees will not be required to stay at home or wear and respond to beepers/pagers unless they are in a pay status.

F. Employee participation in nonpaid, on-call status shall be voluntary.

G. Employees shall not be scheduled on-call while on annual leave.

H. On-call employees will normally not be utilized for nonemergency work. (NOTE: Supervisors should not require the employee to perform "busy work" just to keep the employee at work for a full two hours. This Section was not intended to open for debate whether or not the official who called the employee in for work was correct in his determination that an emergency need was present.)

I. If an on-call or standby tour of duty is terminated in a work unit, the decision and reason shall be specific and in writing and forwarded to the Union to fulfill bargaining obligations.

J. Those employees currently in a standby pay retention status will continue to be paid under the provisions of 38 USC 7457(c).

K. Those facilities having locally negotiated agreements will continue to honor those agreements so long as they do not conflict with this agreement. A conflict shall be resolved in favor of this agreement.

ARTICLE 47 - MID-TERM BARGAINING

Section 1 - General

- A. The purpose of this article is to establish a complete and orderly process to govern mid-term negotiations at all levels. The parties are encouraged to use an IBB approach in all mid-term negotiations and will ensure that negotiators are trained in this approach prior to the inception of bargaining.
- B. Recognizing that the Master Agreement cannot cover all aspects or provide definitive language on each subject addressed, it is understood that mid-term agreements at all levels may include substantive bargaining on all subjects covered in the Master Agreement, so long as they do not conflict, interfere with, or impair implementation of the Master Agreement. However, matters that are excluded from mid-term bargaining will be identified within each article.
- C. As appropriate, the Union may initiate mid-term bargaining at all levels on matters affecting the working conditions of bargaining unit employees.

Section 2 - National

- A. The Department will forward all proposed changes for which there is a bargaining obligation to the President of the NVAC or designee(s) along with copies of all necessary and relevant documents relied upon. When a new law is enacted and the Department decides not to issue a national policy, the Union will be notified prior to implementation.
- B. If either party initiates a demand to bargain, briefings will occur within 20 workdays of the demand to bargain. Proposals will be submitted 20 workdays after the briefing. Any Union demand to bargain must be received by the designated Department official within 20 workdays from the date the NVAC President or designee receives the proposed change. The date of receipt shall be documented on a simple form agreed upon by both parties. Extensions or reductions of the 20 workday time period will be by mutual agreement..
- C. The Department's bargaining obligation is triggered when the Union submits a bargaining demand. When the Union's bargaining demand is submitted, the parties will discuss the proposed change and share their interests and concerns.
- D. The parties may first attempt to reach agreement by conducting telephone negotiations. In addition the parties will meet face-to-face quarterly. Such negotiations should normally begin no later than 10 workdays after the Department chairperson receives the Union's demand to bargain. Telephone

negotiations shall normally be for up to three hours per day, commencing at a mutually agreeable time on consecutive days unless concluded sooner.

- E. If the parties are unable to reach agreement, negotiations will normally proceed to face-to-face bargaining. When traditional bargaining is used, the Union's written proposal(s) will be submitted prior to bargaining. The parties retain the right to modify, withdraw, or add to any interests, concerns, or proposals they may have discussed or exchanged earlier.
- F. Bargaining sessions will be for 8-1/2 hour days at mutually agreeable times which include a break for lunch. However, the parties, by mutual agreement, may extend or shorten such bargaining sessions as necessary. The parties agree to utilize ADR mechanisms, as appropriate, without waiving either party's statutory rights.
- G. Each party may have up to four negotiators which by mutual agreement may be increased based on the complexity and/or number of issues to be negotiated. The parties will exchange the names of the bargaining team members for the specific issue(s) to be negotiated. This does not preclude the attendance of experts by mutual consent of the parties. Travel and per diem will be paid by the Department pursuant to the Federal Travel Regulations for bargaining team members. These members will be allowed official time to complete the bargaining obligation. An automated data base for existing and future memorandums of understanding will be established and maintained by the Department. This data base will be made accessible to both the national and local Union officials.

Section 3 - Intermediate

The President of the NVAC or designee will provide the names of the bargaining team members for the specific issue(s) to be negotiated when the Union delegates national bargaining to the intermediate level. Ground rules for intermediate bargaining shall be established by the parties at that level. The parties will make every effort to use bargaining team members from the geographic area of concern with travel and per diem for team members being paid by the Department.

Section 4 - Local

- A. On all policies and directives or other changes for which the Department meets its bargaining obligation at the national level, appropriate local bargaining shall take place at individual facilities and may include substantive bargaining that does not conflict with negotiated national policy and agreements. Upon request, the Union will be briefed on the proposed subject prior to the demand to bargain.

- B. Proposed changes in personnel policies, practices, or working conditions affecting the interests of one local union shall require notice to the President of that local. Proposed changes in personnel policies, practices, or working conditions affecting the interests of two or more local unions within a facility shall require notice to a party designated by the NVAC President with a copy to the affected local unions.
- C. Upon request, the parties will negotiate as appropriate. The Union representative shall receive official time for all time spent in negotiations as provided under 5 USC 7131(a).
- D. Ground Rules for local bargaining shall be established by the parties at the local level.

ARTICLE 49 - RIGHTS AND RESPONSIBILITIES

Section 1- Introduction

The Parties recognize that a new relationship between the Union and the Department as full partners is essential for reforming the Department into an organization that works more efficiently and effectively and better serves customer needs, employees, Union representatives, and the Department.

Section 2 - Rights and Responsibilities of the Parties

- A. In all matters relating to personnel policies, practices, and other conditions of employment, the parties will have due regard for the obligations imposed by 5 USC Chapter 71 and this Agreement, and the maintenance of a cooperative labor-management working relationship.
- B. Each party shall recognize and meet with the designated representative(s) of the other party at mutually agreeable times, dates, and places that are reasonable and convenient.
- C. The Department supports and will follow statutory and contractual prohibitions against restraint, coercion, discrimination, or interference with any Union representative or employee in the exercise of their rights.

Section 3 - Union Representation

The Union will be provided reasonable advance notice of, be given the opportunity to be present at, and to participate in any formal discussion between one or more representatives of the Department and one or more employees in the unit or their representatives concerning any grievance, personnel policy or practice, or other general condition of employment. The Union will also be allowed to be present and represent a unit employee at any examination by a representative of the Department in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary/adverse action/ major adverse action against the employee and the employee requests representation.

Section 4 - Notification of Changes in Conditions of Employment

- A. The Department shall provide reasonable advance notice to the appropriate Union official(s) prior to changing conditions of employment of bargaining unit employees. The Department agrees to forward, along with the notice, a copy of any and all information and/or material relied upon to propose the change(s) in conditions of employment. All notifications shall be in writing by U.S. mail, personal service, or electronically to the appropriate Union official with sufficient

information to the Union for the purpose of exercising its full rights to bargain. The Department will work with the Union to identify and provide specific training and equipment to address concerns related to the use of technology, to include the sending and receiving of electronic communications.

- B. The Department will provide the Union specific training and equipment to address concerns related to the sending and receiving of electronic communications. This will include the following:
 - 1. Use of technology;
 - 2. The sending and receiving of encrypted and unencrypted electronic communications;
 - 3. Validating date send receipt;
 - 4. E-signature date;
 - 5. Read receipt; and,
 - 6. Setting up printer capability(ies).

The parties agree that they will not utilize technological features that allow messages to expire.

- C. For the purposes of this section, the following definitions will apply:
 - 1. Electronic Record means a record created, generated, sent, communicated, received, or stored by electronic means.
 - 2. Electronic Signature means an electronic sound, symbol, or process attached to or logically associated with a record and executed by a designated person with the intent to sign the record upon receipt.
- D. The electronic record will be able to be retained, printed, accurately reflect the date, time and information set forth in the record when it was first generated, and must remain accessible for later reference for compliance with this Agreement.
- E. Each Union official/representative and current local union President or a local union President upon assuming office may designate Union representatives to receive face-to-face training. Designated Union representatives may request and receive additional training. U.S. Mail or personal service shall be the method used by the parties as the form of communication until the training has been successfully completed.
- F. For the purposes of this section, signature or e-signature is considered the time

frame for receipt by either party.

Section 5 - Information

If the Union makes a request under 5 USC 7114(b)(4), the Department agrees to provide the Union, upon request, with information that is normally maintained, reasonably available, and necessary for the Union to effectively fulfill its representational functions and responsibilities. This information will be provided to the Union within a reasonable time and at no cost to the Union.

Section 6 - Notification of Union Officials

The Union will annually provide the Department at each facility with an updated list of the names, titles, and work telephone numbers of all Union officials along with the room/location of the Union office and representatives as well as changes as they occur. The Department agrees to disseminate the list to all bargaining unit employees within 30 days after its receipt. The Department agrees to provide all new hires with a copy of the list when they enter on duty.

Section 7 - Union-Employee Communication

The Department will not alter or censor the content of any direct communications between the Union and employees. However, Department facilities may not be used for posting or distribution of libelous or defamatory material directed at Department or Union officials or programs.

Section 8 - Surveys and Questionnaires

- A. The Department will not communicate directly with bargaining unit employees through verbal or written surveys and questionnaires regarding conditions of employment without prior notification to the Union and bargaining where appropriate. This includes all questionnaires and surveys from all other agencies. Nothing in this section precludes the Union from the right to bargain over conditions of employment under the 5 USC Chapter 71.
- B. Participation in surveys will be voluntary, unless the parties agree to require participation. Employees will be assured that their responses will be confidential and their anonymity protected, unless the parties agree otherwise.
- C. The results of surveys conducted by either party regarding conditions of employment will be shared. If a third party conducts a survey and the results are distributed to the Department, the results will be shared with the Union.

Section 9 - New Employee Orientation

The parties are encouraged to make a joint presentation to new employees to orient them about the Department and the Union. If the Union desires to make a presentation

on its own, the Union will be afforded the opportunity to make a 30 minute presentation during each orientation session for new employees. The Union will be provided the same respect and dignity as other presenters and will not be subjected to intimidation or censure. The Department will provide the Union with notice of the date, time, and place of the orientation. The scheduled starting time of the Union presentation will be a subject for local negotiations. The Union official making the presentation will be allowed official time to make the presentation. This official time will not be counted against any allocated official time as described in this agreement. Stewards or Union officers may introduce themselves to new employees at the worksite and inform them of their availability for representation functions so long as there is no undue disruption of work activities.

Section 10 - Voluntary Programs

The parties shall provide each other reasonable advance notice of the initiation or discontinuance of all voluntary programs such as bond campaigns, blood programs, fund drives, etc. When requested, appropriate bargaining will be held. The parties agree that employee participation in the Combined Federal Campaign, blood donor drives, bond campaigns and other worthy projects will be on a voluntary basis. This does not preclude publicizing such projects and encouraging employees to contribute.

Section 11 - Exit

- A. The local union will be on the clearance check list in use at each facility for bargaining unit employees who are leaving employment at the facility.
- B. All information from exit interviews shall be provided to the Union. This information will be provided on a quarterly basis nationally, and if aggregated on a local level (that is, ten or more employees' data is collected), the local union is also entitled to this specific information.
- C. The Union will be provided a copy of Gains and Losses (G and L) for each pay period for bargaining unit employees.

BURSTON, DAVID M

T&L 390



| Date | Scheduled Tour | Tour Exceptions |
|---------------|------------------|----------------------------|
| Sun 22-May-11 | Day Off | |
| Mon 23-May-11 | 07:30A-04:00P | 07:30A-04:00P SL SICK LV |
| Tue 24-May-11 | 07:30A-04:00P | 07:30A-09:45A SL SICK LV |
| | | SF71 on file |
| | | 09:45A-11:30A AL ANNUAL LV |
| | | SF71 on file |
| | | NOON-04:00P AL ANNUAL LV |
| | | SF71 on file |
| | AL IN LIEU OF SL | |
| Wed 25-May-11 | 07:30A-04:00P | 07:30A-04:00P AL ANNUAL LV |
| | | SF71 on file |
| | AL IN LIEU OF SL | |
| Thu 26-May-11 | 07:30A-04:00P | 07:30A-04:00P WP LWOP |
| | | AWOL |
| | NO CALL, NO SHOW | |
| Fri 27-May-11 | 07:30A-04:00P | 07:30A-11:30A AL ANNUAL LV |
| | | SF71 on file |
| | | NOON-02:45P AL ANNUAL LV |
| | | SF71 on file |
| | | 02:45P-04:00P WP LWOP |
| | | SF71 on file |
| Sat 28-May-11 | Day Off | |
| Sun 29-May-11 | Day Off | |
| Mon 30-May-11 | 07:30A-04:00P | 07:30A-04:00P WP LWOP |
| | | SF71 on file |
| Tue 31-May-11 | 07:30A-04:00P | 07:30A-04:00P WP LWOP |
| | | SF71 on file |
| Wed 1-Jun-11 | 07:30A-04:00P | 07:30A-04:00P WP LWOP |
| | | SF71 on file |
| Thu 2-Jun-11 | 07:30A-04:00P | 07:30A-04:00P WP LWOP |
| | | SF71 on file |
| Fri 3-Jun-11 | 07:30A-04:00P | |
| Sat 4-Jun-11 | Day Off | |

8B Codes: 619 BUR 8B390280A111 AN202SK101WD091WP262CD000656

BURSTON, DAVID M

T&L 390



| Date | Scheduled Tour | Tour Exceptions |
|------------------|----------------|---|
| Sun 5-Jun-11 | Day Off | |
| Mon 6-Jun-11 | 07:30A-04:00P | 07:30A-09:30A AL ANNUAL LV SF71 on file |
| Tue 7-Jun-11 | 07:30A-04:00P | 07:30A-11:30A AL ANNUAL LV SF71 on file NOON-04:00P WP LWOP SF71 on file |
| Wed 8-Jun-11 | 07:30A-04:00P | 07:30A-09:30A WP LWOP 9:30-4 SF71 on file |
| Thu 9-Jun-11 | 07:30A-04:00P | 07:30A-09:00A WP LWOP 9:00-4 SF71 on file |
| Fri 10-Jun-11 | 07:30A-04:00P | 07:30A-04:00P WP LWOP SF71 on file |
| AL IN LIEU OF CB | | |
| Sat 11-Jun-11 | Day Off | |
| Sun 12-Jun-11 | Day Off | |
| Mon 13-Jun-11 | 07:30A-04:00P | 07:30A-04:00P WP LWOP SF71 on file |
| Tue 14-Jun-11 | 07:30A-04:00P | 11:30A-04:00P WP LWOP SF71 on file |
| Wed 15-Jun-11 | 07:30A-04:00P | 07:30A-04:00P WP LWOP |
| Thu 16-Jun-11 | 07:30A-04:00P | 07:30A-04:00P WP LWOP |
| Fri 17-Jun-11 | 07:30A-04:00P | 07:30A-12:45P WP LWOP |
| Sat 18-Jun-11 | Day Off | |

8B Codes: 619 BUR 8B390280A112 AN140WD072WP333CD000545

BURSTON, DAVID M

T&L 390

| Date | Scheduled Tour | Tour Exceptions |
|---------------|----------------|-----------------------|
| Sun 19-Jun-11 | 07:30A-04:00P | 07:30A-04:00P WP LWOP |
| Mon 20-Jun-11 | Day Off | |
| Tue 21-Jun-11 | 07:30A-04:00P | 07:30A-04:00P WP LWOP |
| Wed 22-Jun-11 | 07:30A-04:00P | 07:30A-04:00P WP LWOP |
| Thu 23-Jun-11 | Day Off | |
| Fri 24-Jun-11 | 07:30A-04:00P | 07:30A-04:00P WP LWOP |
| Sat 25-Jun-11 | 07:30A-04:00P | 07:30A-04:00P WP LWOP |
| Sun 26-Jun-11 | 07:30A-04:00P | 07:30A-04:00P WP LWOP |
| Mon 27-Jun-11 | 07:30A-04:00P | 07:30A-04:00P WP LWOP |
| Tue 28-Jun-11 | Day Off | |
| Wed 29-Jun-11 | 07:30A-04:00P | 07:30A-04:00P WP LWOP |
| Thu 30-Jun-11 | 07:30A-04:00P | 07:30A-04:00P WP LWOP |
| Fri 1-Jul-11 | 07:30A-04:00P | 07:30A-04:00P WP LWOP |
| Sat 2-Jul-11 | Day Off | |

8B Codes: 619 BUR 8B390280A113 WD400WP400CD000800

BURSTON, DAVID M

T&L 390

| Date | Scheduled Tour | Tour Exceptions |
|---------------|----------------|-----------------------|
| Sun 3-Jul-11 | Day Off | |
| Mon 4-Jul-11 | 07:30A-04:00P | 07:30A-04:00P WP LWOP |
| Tue 5-Jul-11 | 07:30A-04:00P | 07:30A-04:00P WP LWOP |
| Wed 6-Jul-11 | 07:30A-04:00P | 07:30A-04:00P WP LWOP |
| Thu 7-Jul-11 | Day Off | |
| Fri 8-Jul-11 | 07:30A-04:00P | 07:30A-04:00P WP LWOP |
| Sat 9-Jul-11 | 07:30A-04:00P | 07:30A-04:00P WP LWOP |
| Sun 10-Jul-11 | 07:30A-04:00P | 07:30A-04:00P WP LWOP |
| Mon 11-Jul-11 | 07:30A-04:00P | 07:30A-04:00P WP LWOP |
| Tue 12-Jul-11 | Day Off | |
| Wed 13-Jul-11 | Day Off | |
| Thu 14-Jul-11 | 07:30A-04:00P | 07:30A-04:00P WP LWOP |
| Fri 15-Jul-11 | 07:30A-04:00P | 07:30A-04:00P WP LWOP |
| Sat 16-Jul-11 | 07:30A-04:00P | 07:30A-04:00P WP LWOP |

8B Codes: 619 BUR 8B390280A114 WD400WP400CD000800

BURSTON, DAVID M

T&L 390

| Date | Scheduled Tour | Tour Exceptions |
|---------------|----------------|-----------------------|
| Sun 17-Jul-11 | Day Off | |
| Mon 18-Jul-11 | 07:30A-04:00P | 07:30A-04:00P WP LWOP |
| Tue 19-Jul-11 | 07:30A-04:00P | 07:30A-04:00P WP LWOP |
| Wed 20-Jul-11 | 07:30A-04:00P | 07:30A-04:00P WP LWOP |
| Thu 21-Jul-11 | 07:30A-04:00P | 07:30A-04:00P WP LWOP |
| Fri 22-Jul-11 | 07:30A-04:00P | 07:30A-04:00P WP LWOP |
| Sat 23-Jul-11 | Day Off | |
| Sun 24-Jul-11 | Day Off | |
| Mon 25-Jul-11 | 07:30A-04:00P | 07:30A-04:00P WP LWOP |
| Tue 26-Jul-11 | 07:30A-04:00P | 07:30A-04:00P WP LWOP |
| Wed 27-Jul-11 | 07:30A-04:00P | 07:30A-04:00P WP LWOP |
| Thu 28-Jul-11 | 07:30A-04:00P | 07:30A-04:00P WP LWOP |
| Fri 29-Jul-11 | 07:30A-04:00P | 07:30A-04:00P WP LWOP |
| Sat 30-Jul-11 | Day Off | |

8B Codes: 619 BUR 8B390280A115 WD400WP400CD000800

BURSTON, DAVID M

T&L 390



| Date | Scheduled Tour | Tour Exceptions |
|---------------|----------------|-----------------------|
| Sun 31-Jul-11 | Day Off | |
| Mon 1-Aug-11 | 07:30A-04:00P | 07:30A-04:00P WP LWOP |
| Tue 2-Aug-11 | 07:30A-04:00P | 07:30A-04:00P WP LWOP |
| | | SF71 on file |
| Wed 3-Aug-11 | 07:30A-04:00P | 07:30A-04:00P WP LWOP |
| | | SF71 on file |
| Thu 4-Aug-11 | 07:30A-04:00P | 07:30A-04:00P WP LWOP |
| | | SF71 on file |
| Fri 5-Aug-11 | 07:30A-04:00P | 07:30A-04:00P WP LWOP |
| | | SF71 on file |
| Sat 6-Aug-11 | Day Off | |
| Sun 7-Aug-11 | Day Off | |
| Mon 8-Aug-11 | 07:30A-04:00P | 07:30A-04:00P WP LWOP |
| | | SF71 on file |
| Tue 9-Aug-11 | 07:30A-04:00P | 07:30A-04:00P WP LWOP |
| | | SF71 on file |
| Wed 10-Aug-11 | 07:30A-04:00P | 07:30A-04:00P WP LWOP |
| | | SF71 on file |
| Thu 11-Aug-11 | 07:30A-04:00P | 07:30A-04:00P WP LWOP |
| | | SF71 on file |
| Fri 12-Aug-11 | 07:30A-04:00P | 07:30A-04:00P WP LWOP |
| | | SF71 on file |
| Sat 13-Aug-11 | Day Off | |

8B Codes: 619 BUR 8B390280A116 WD400WP400CD000800

BURSTON, DAVID M

T&L 390



| Date | Scheduled Tour | Tour Exceptions |
|---------------|----------------|---------------------------------------|
| Sun 14-Aug-11 | Day Off | |
| Mon 15-Aug-11 | 07:30A-04:00P | 07:30A-04:00P WP LWOP SF71 on file |
| Tue 16-Aug-11 | 07:30A-04:00P | 07:30A-04:00P WP LWOP SF71 on file |
| Wed 17-Aug-11 | 07:30A-04:00P | 07:30A-04:00P WP LWOP SF71 on file |
| Thu 18-Aug-11 | 07:30A-04:00P | 07:30A-04:00P WP LWOP SF71 on file |
| Fri 19-Aug-11 | 07:30A-04:00P | 07:30A-04:00P WP LWOP SF71 on file |
| Sat 20-Aug-11 | Day Off | |
| Sun 21-Aug-11 | Day Off | |
| Mon 22-Aug-11 | 07:30A-04:00P | 07:30A-04:00P WP LWOP SF71 on file |
| Tue 23-Aug-11 | 07:30A-04:00P | 07:30A-04:00P WP LWOP SF71 on file |
| Wed 24-Aug-11 | 07:30A-04:00P | 07:30A-04:00P WP LWOP SF71 on file |
| Thu 25-Aug-11 | 07:30A-04:00P | 07:30A-04:00P WP LWOP SF71 on file |
| Fri 26-Aug-11 | 07:30A-04:00P | 07:30A-04:00P WP LWOP SF71 on file |
| Sat 27-Aug-11 | Day Off | |

8B Codes: 619 BUR 8B390280A117 WD400WP400CD000800

BURSTON, DAVID M

T&L 390



| Date | Scheduled Tour | Tour Exceptions |
|------------------|----------------|---------------------------------------|
| Sun 28-Aug-11 | Day Off | |
| Mon 29-Aug-11 | 07:30A-04:00P | 07:30A-04:00P WP LWOP SF71 on file |
| Tue 30-Aug-11 | 07:30A-04:00P | NOON-04:00P WP LWOP SF71 on file |
| Wed 31-Aug-11 | 07:30A-04:00P | 07:30A-04:00P WP LWOP SF71 on file |
| Thu 1-Sep-11 | 07:30A-04:00P | |
| Fri 2-Sep-11 | 07:30A-04:00P | 07:30A-10:00A WP LWOP AWOL |
| NO CALL, NO SHOW | | |
| Sat 3-Sep-11 | Day Off | |
| Sun 4-Sep-11 | Day Off | |
| Mon 5-Sep-11 | 07:30A-04:00P | 07:30A-04:00P HX HOL EX |
| Tue 6-Sep-11 | 07:30A-04:00P | |
| Wed 7-Sep-11 | 07:30A-04:00P | 07:30A-04:00P WP LWOP SF71 on file |
| Thu 8-Sep-11 | 07:30A-04:00P | 07:30A-04:00P WP LWOP SF71 on file |
| Fri 9-Sep-11 | 07:30A-04:00P | |
| Sat 10-Sep-11 | Day Off | |

8B Codes: 619 BUR 8B390280A118 WD222WP240CD000462

BURSTON, DAVID M

T&L 390



| Date | Scheduled Tour | Tour Exceptions | |
|------------------------------|----------------|---|---------------------------------------|
| Sun 11-Sep-11 | Day Off | | |
| Mon 12-Sep-11 | 07:30A-04:00P | 07:30A-11:30A NOON-03:30P 03:30P-04:00P | SL SICK LV AL ANNUAL LV WP LWOP |
| AL IN LIEU OF SL | | | |
| Tue 13-Sep-11 | 07:30A-04:00P | 07:30A-09:30A | WP LWOP |
| Wed 14-Sep-11 | 07:30A-04:00P | 07:30A-08:15A | WP LWOP |
| Thu 15-Sep-11 | 07:30A-04:00P | | |
| Fri 16-Sep-11 | 07:30A-04:00P | 11:30A-04:00P | WP LWOP |
| Sat 17-Sep-11 | Day Off | | |
| Sun 18-Sep-11 | Day Off | | |
| Mon 19-Sep-11 | 07:30A-04:00P | 07:30A-07:45A | WP LWOP |
| Tue 20-Sep-11 | 07:30A-04:00P | | |
| Wed 21-Sep-11 | 07:30A-04:00P | 07:30A-10:00A 04:00P-04:45P | AL ANNUAL LV OT OVERTIME |
| COMPLETION OF ASSIGNED TASKS | | | |
| Thu 22-Sep-11 | 07:30A-04:00P | 07:30A-04:00P | WP LWOP |
| Fri 23-Sep-11 | 07:30A-04:00P | 07:30A-04:00P | WP LWOP |
| Sat 24-Sep-11 | Day Off | | |

8B Codes: 619 BUR 8B390280A119 AN032SK040WD073AL022WP161DE003CD000331

BURSTON, DAVID M

T&L 390

| Date | Scheduled Tour | Tour Exceptions | |
|---------------|----------------|-----------------|---------|
| Sun 25-Sep-11 | Day Off | | |
| Mon 26-Sep-11 | 07:30A-04:00P | 07:30A-04:00P | WP LWOP |
| Tue 27-Sep-11 | 07:30A-04:00P | 07:30A-04:00P | WP LWOP |
| Wed 28-Sep-11 | Day Off | | |
| Thu 29-Sep-11 | 07:30A-04:00P | 07:30A-04:00P | WP LWOP |
| Fri 30-Sep-11 | 05:00A-01:30P | 05:00A-01:30P | WP LWOP |
| Sat 1-Oct-11 | 07:30A-04:00P | 07:30A-04:00P | WP LWOP |
| Sun 2-Oct-11 | 07:30A-04:00P | 07:30A-04:00P | WP LWOP |
| Mon 3-Oct-11 | 07:30A-04:00P | 07:30A-04:00P | WP LWOP |
| Tue 4-Oct-11 | Day Off | | |
| Wed 5-Oct-11 | 05:00A-01:30P | 05:00A-01:30P | WP LWOP |
| Thu 6-Oct-11 | 07:30A-04:00P | 07:30A-04:00P | WP LWOP |
| Fri 7-Oct-11 | 07:30A-04:00P | 07:30A-04:00P | WP LWOP |
| Sat 8-Oct-11 | Day Off | | |

8B Codes: 619 BUR 8B390280A120 WD400WP400CD000800

BURSTON, DAVID M

T&L 390



| Date | Scheduled Tour | Tour Exceptions | |
|---------------|----------------|-----------------|---------|
| ----- | | | |
| Sun 9-Oct-11 | Day Off | | |
| Mon 10-Oct-11 | 07:30A-04:00P | 07:30A-04:00P | WP LWOP |
| Tue 11-Oct-11 | 07:30A-04:00P | 07:30A-04:00P | WP LWOP |
| Wed 12-Oct-11 | 07:30A-04:00P | 07:30A-04:00P | WP LWOP |
| Thu 13-Oct-11 | 07:30A-04:00P | 07:30A-04:00P | WP LWOP |
| Fri 14-Oct-11 | 07:30A-04:00P | 07:30A-04:00P | WP LWOP |
| Sat 15-Oct-11 | Day Off | | |
| Sun 16-Oct-11 | Day Off | | |
| Mon 17-Oct-11 | 07:30A-04:00P | 07:30A-04:00P | WP LWOP |
| Tue 18-Oct-11 | 07:30A-04:00P | 07:30A-04:00P | WP LWOP |
| Wed 19-Oct-11 | 07:30A-04:00P | 07:30A-04:00P | WP LWOP |
| Thu 20-Oct-11 | 07:30A-04:00P | 07:30A-04:00P | WP LWOP |
| Fri 21-Oct-11 | 07:30A-04:00P | 07:30A-04:00P | WP LWOP |
| Sat 22-Oct-11 | Day Off | | |

8B Codes: 619 BUR 8B390280A121 WD400WP400CD000800

BURSTON, DAVID M

T&L 390



| Date | Scheduled Tour | Tour Exceptions |
|---------------|----------------|---------------------------------------|
| Sun 23-Oct-11 | Day Off | |
| Mon 24-Oct-11 | 07:30A-04:00P | 07:30A-04:00P WP LWOP SF71 on file |
| Tue 25-Oct-11 | 07:30A-04:00P | 07:30A-04:00P WP LWOP SF71 on file |
| Wed 26-Oct-11 | 07:30A-04:00P | 07:30A-04:00P WP LWOP SF71 on file |
| Thu 27-Oct-11 | 07:30A-04:00P | 07:30A-04:00P WP LWOP SF71 on file |
| Fri 28-Oct-11 | 07:30A-04:00P | 07:30A-04:00P WP LWOP SF71 on file |
| Sat 29-Oct-11 | Day Off | |
| Sun 30-Oct-11 | Day Off | |
| Mon 31-Oct-11 | 07:30A-04:00P | 07:30A-04:00P WP LWOP SF71 on file |
| Tue 1-Nov-11 | 07:30A-04:00P | 07:30A-04:00P WP LWOP SF71 on file |
| Wed 2-Nov-11 | 07:30A-04:00P | 07:30A-04:00P WP LWOP SF71 on file |
| Thu 3-Nov-11 | 07:30A-04:00P | 07:30A-04:00P WP LWOP SF71 on file |
| Fri 4-Nov-11 | 07:30A-04:00P | 07:30A-04:00P WP LWOP SF71 on file |
| Sat 5-Nov-11 | Day Off | |

8B Codes: 619 BUR 8B390280A122 WD400WP400CD000800

BURSTON, DAVID M

T&L 390



| Date | Scheduled Tour | Tour Exceptions |
|---------------|----------------|---------------------------------------|
| Sun 6-Nov-11 | Day Off | |
| Mon 7-Nov-11 | 07:30A-04:00P | 07:30A-04:00P WP LWOP SF71 on file |
| Tue 8-Nov-11 | 07:30A-04:00P | 07:30A-04:00P WP LWOP SF71 on file |
| Wed 9-Nov-11 | 07:30A-04:00P | 07:30A-04:00P WP LWOP SF71 on file |
| Thu 10-Nov-11 | 07:30A-04:00P | 07:30A-04:00P WP LWOP SF71 on file |
| Fri 11-Nov-11 | 07:30A-04:00P | 07:30A-04:00P WP LWOP SF71 on file |
| Sat 12-Nov-11 | Day Off | |
| Sun 13-Nov-11 | Day Off | |
| Mon 14-Nov-11 | 07:30A-04:00P | 07:30A-04:00P WP LWOP SF71 on file |
| Tue 15-Nov-11 | 07:30A-04:00P | 07:30A-04:00P WP LWOP SF71 on file |
| Wed 16-Nov-11 | 07:30A-04:00P | 07:30A-04:00P WP LWOP SF71 on file |
| Thu 17-Nov-11 | 07:30A-04:00P | 07:30A-04:00P WP LWOP SF71 on file |
| Fri 18-Nov-11 | 07:30A-04:00P | 07:30A-04:00P WP LWOP SF71 on file |
| Sat 19-Nov-11 | Day Off | |

8B Codes: 619 BUR 8B390280A123 WD400WP400CD000800

BURSTON, DAVID M

T&L 390



| Date | Scheduled Tour | Tour Exceptions | |
|---------------|----------------|---|--|
| Sun 4-Dec-11 | Day Off | | |
| Mon 5-Dec-11 | 07:30A-04:00P | | |
| Tue 6-Dec-11 | 07:30A-04:00P | 07:30A-04:00P | WP LWOP |
| Wed 7-Dec-11 | 07:30A-04:00P | | |
| Thu 8-Dec-11 | 07:30A-04:00P | 07:30A-04:00P | WP LWOP |
| Fri 9-Dec-11 | 07:30A-04:00P | | |
| Sat 10-Dec-11 | Day Off | | |
| Sun 11-Dec-11 | Day Off | | |
| Mon 12-Dec-11 | 07:30A-04:00P | 07:30A-11:30A NOON-01:00P 01:00P-04:00P | SL SICK LV AL ANNUAL LV AL ANNUAL LV |
| Tue 13-Dec-11 | 07:30A-04:00P | | |
| Wed 14-Dec-11 | 07:30A-04:00P | | |
| Thu 15-Dec-11 | 07:30A-04:00P | | |
| Fri 16-Dec-11 | 07:30A-04:00P | | |
| Sat 17-Dec-11 | Day Off | | |

8B Codes: 619 BUR 8B390280A125 WD160AL040SL040CD000240

BURSTON, DAVID M

T&L 390



| Date | Scheduled Tour | Tour Exceptions |
|---------------|----------------|----------------------------|
| Sun 18-Dec-11 | Day Off | |
| Mon 19-Dec-11 | 07:30A-04:00P | 07:30A-10:30A SL SICK LV |
| Tue 20-Dec-11 | 07:30A-04:00P | 07:30A-04:00P WP LWOP |
| | | SF71 on file |
| Wed 21-Dec-11 | 07:30A-04:00P | |
| Thu 22-Dec-11 | 07:30A-04:00P | 07:30A-04:00P WP LWOP |
| | | SF71 on file |
| Fri 23-Dec-11 | 07:30A-04:00P | |
| Sat 24-Dec-11 | Day Off | |
| Sun 25-Dec-11 | Day Off | |
| Mon 26-Dec-11 | 07:30A-04:00P | 07:30A-04:00P HX HOL EX |
| Tue 27-Dec-11 | 07:30A-04:00P | |
| Wed 28-Dec-11 | 07:30A-04:00P | |
| Thu 29-Dec-11 | 07:30A-04:00P | 07:30A-NOON AL ANNUAL LV |
| | | 12:30P-04:00P WP LWOP |
| E | | |
| Fri 30-Dec-11 | 07:30A-04:00P | 07:30A-11:00A AL ANNUAL LV |
| Sat 31-Dec-11 | Day Off | |

8B Codes: 619 BUR 8B390280A126 WD190WP112CD000302

BURSTON, DAVID M

T&L

| Date | Scheduled Tour | Tour Exceptions |
|---------------|-------------------------|----------------------------|
| Sun 1-Jan-12 | Day Off | |
| Mon 2-Jan-12 | 07:30A-04:00P | 07:30A-04:00P HX HOL EX |
| Tue 3-Jan-12 | 07:30A-04:00P | 07:30A-11:30A AL ANNUAL LV |
| Wed 4-Jan-12 | 07:30A-04:00P | 07:30A-08:30A SL SICK LV |
| | | 02:00P-04:00P WP LWOP |
| Thu 5-Jan-12 | 07:30A-04:00P | 07:30A-10:30A WP LWOP |
| E | | |
| Fri 6-Jan-12 | 07:30A-04:00P | 07:30A-09:30A WP LWOP |
| Sat 7-Jan-12 | Day Off | |
| Sun 8-Jan-12 | Day Off | |
| Mon 9-Jan-12 | 07:30A-04:00P | 07:30A-04:00P WP LWOP |
| Tue 10-Jan-12 | 07:30A-04:00P | 07:30A-04:00P WP LWOP |
| Wed 11-Jan-12 | 07:30A-04:00P | 07:30A-10:30A WP LWOP |
| Thu 12-Jan-12 | 07:30A-04:00P | 07:30A-11:00A WP LWOP |
| Fri 13-Jan-12 | 07:30A-04:00P | |
| Sat 14-Jan-12 | Day Off | |
| Fri 6-Jan-12 | 07:30A WP not Requested | |
| Mon 9-Jan-12 | 07:30A WP not Requested | |
| Tue 10-Jan-12 | 07:30A WP not Requested | |
| Wed 11-Jan-12 | 07:30A WP not Requested | |
| Thu 12-Jan-12 | 07:30A WP not Requested | |

8B Codes: 619 BUR 8B390280A101 AN040SK010WD070WP222CD000342

Central Alabama Health Care System (CAVHCS)
Patient Care Services, Nursing
Title 38 Position Announcement

Re-Announcement

Applicants who previously applied under announcement number 619-118-09-006 MHS, do not have to reapply consideration will be given.

Management retains the right to select from any appropriate recruitment methods, such as reassignment, promotion, appointment, transfer, reemployment, reinstatement, or demotion to fill this vacancy. The decision as to which source or sources to use (singularly, in any sequence, or concurrently in any combination) will be made by management.

ANNOUNCEMENT NO: 619-118-09-006 MHS-R

OPENING DATE: November 2, 2009

CLOSING DATE: November 23, 2009

JOB TITLE: License Practical Nurse -Specialty Clinic (East Campus)

TOUR OF DUTY: Monday - Friday, rotating shifts 0730- 1630, 0800- 1630 and 0830-1700.

GRADE AND SALARY: Grade -5, LPN or LVN, Grade is commensurate with qualifications and expertise of the applicant selected

LOCATION: CAVHCS, Patient Care Services/ (East Campus), Acute Care and Specialty, Tuskegee Campus (1) Vacancies

Primary Duty Station : The Central Alabama Veterans Health Care System (CAVHCS) is a consolidated health care system that includes VA medical centers in Montgomery and Tuskegee Alabama as well as Community Based Outpatient Clinics in Dothan, Alabama and Columbus Georgia. The primary duty station for this position is at the **Tuskegee Campus**.

Who May Apply To This Announcement: License Practical Nurses who are current permanent employees of CAVHCS, including Veteran Canteen Service (VCS) permanent employees who have completed 90 days of continuous service in the VCS and all permanent VISN 7 employees physically located at CAVHCS.

EXTENDED AREA OF CONSIDERATION: A separate vacancy announcement for this position will be posted on the following websites for applicants outside CAVHCS' area of consideration:
<http://vacareers.com> and www.usajobs.opm.gov.

Job Summary: The licensed practical (LPN) nurse is responsible to the registered nurse for administering specialized nursing care to patients with a range of nursing problems and / or needs. He/ she serve as a member of the interdisciplinary team and provide care to the patients on a regular basis. The LPN participates in quality improvement activities that result in approved outcomes such as clinical reminders, and patient education. The LPN acquires knowledge and skills to maintain expertise in his/ her area of practice, participates in educational activities to improve clinical knowledge and enhance role performance. Supports and enhances client self- determination. Demonstrates ability to improve care through the following practices:

- Demonstrates ability to improve care through the following
 - Completes the patient interview and documents according to the clinic guidelines and requirements
 - Ensures completion of clinical reminders.
 - Administers prescribed therapies using appropriate judgments.
 - Document in the medical record patient findings and care provided
 - Administers medication in accordance with the established policy/ procedure.
- Initiates and provides Basic Life support as indicated.
- Provides clinical support for patients

Duties: The licensed practical Nurse (LPN) / or (LVN) is licensed to practice as an LPN and will have completed at least one (1) year successful qualifying experience at the GS-4 level or its equivalent. He/ she is responsible to the registered nurse (RN)/ provider for administering care services to patients with varying degrees of illnesses and nursing care needs. Additionally, the LPN/GS-5 performs specialized nursing procedures / interviews/ interventions, with minimal supervision / guidance from the Registered Nurse / Providers. He/she must maintain a current license to practice. He/ she will adhere to customer service standards within their scope of practice promoting team spirit. The LPN/LVN will know the structure, philosophy, purpose, mission, vision, and values of CAVHCS. Provides customer focused nursing care for all patients presenting to Ambulatory Care. He/she contributes to the team's interdisciplinary approach to patient care; establishes constructive relationships with individual patients to elicit feelings/attitudes and to promote positive relationships, communications and socialization skills; administers prescribed medications and performs minor to more complex treatment within scope of practice and according to policy. He/she documents nursing care, gathers data for the completion of assessment on chronic diseases and preventive screening and records data in patient's via CPRS consistent with charting guidelines.

QUALIFICATION REQUIREMENTS: Basic Requirements: (1) US Citizenship (2) Graduate of a school of practical nursing approved by the appropriate State accrediting agency and/or the National League of Nursing at the time the program completed (3) Current, full, active and unrestricted licensure as a graduate licensed practical nurse in a State, Territory, or Commonwealth of the U.S. or the District of Columbia. (4) Applicants must meet physical standards for the position. A physical examination prior to placement may be required. LPN's appointed to direct patient care positions must be proficient in spoken and written English.

ADDITIONAL REQUIREMENTS:

Required: BLS

PLEASE NOTE: LPN Education must be accredited by an accrediting institution recognized by the U.S. Department of Education in order for it to be credited towards qualifications (particularly positions with a positive education requirement.) Therefore, applicants must report only attendance and/or degrees from schools accredited by accrediting institutions recognized by the U.S. Department of Education. Applicants can verify accreditation at the following website: <http://www.ed.gov/admns/finaid/accred/index.html>. All education claimed by applicants will be verified by the appointing agency accordingly.

HOW TO APPLY: (1) VA Form 2850c (Application for Associated Health occupations); (2) current and comprehensive / detailed CV or resume from date of graduation from primary school of practical nursing documenting work history, education, certifications, (3) copies of certifications, competencies or education which are appropriate for the job; (4) copies of last two performance evaluation reports (5) copy of leave use for the last 12 months and (6) a copy of current SF 50, Notification of Personnel Action. **You may submit a statement or evidence of your experience in the area of consideration.**

FAILURE TO SUBMIT REQUIRED DOCUMENTS WILL RESULT IN NOT BEING CONSIDERED FOR THIS VACANCY. This includes proof of certifications and licensure.

WHERE TO SUBMIT APPLICATION PACKAGE: Submit your COMPLETED application package to the Nurse Recruiter's Office (118NR) (West Campus) or to the Office of Patient Care Services (East Campus). Only applications received by the close of business on the closing date will be considered.

REASONABLE ACCOMMODATION: This Agency provides reasonable accommodations to applicants with disabilities. If you need a reasonable accommodation for any part of the application and hiring process, you must notify the agency. The decision on granting reasonable accommodation will be made on a case-by-case basis.

INTERVIEWS: All applicant packets are reviewed for education and quality of experience. Management may interview candidates for this position and may elect to use the Performance Based Interviewing (PBI) process. If PBI is used, questions will be job-related, reasonably consistent and fair to all candidates. You can visit the following two web sites (1) <http://www.va.gov/pbi> (2) http://www.va.gov/ohrm/Staffing/PBI/PBI_Intro.htm to learn more about PBI, frequently asked questions and aids to prepare for an interview.

FOR MORE INFORMATION: Contact the Nurse Recruiter by telephone at 1-800-214-8387

APPLICANT'S RESPONSIBILITY: It is the applicant's responsibility to submit documentation as noted above to support his/her application for this position. Applicant is responsible for ensuring that all experience, formal training, award recognition, etc. are documented in the application package. Experience may include voluntary or other non-paid experience in the appropriate field. If you feel that your training record contains information pertinent to your qualifications, then you must submit a printed copy of your training record with your application package. Your training record will become a part of the specific vacancy file and will not be filed in Official Personnel Folder.

This announcement is not intended to cover all aspects of the duties, responsibilities or qualifications of this position.

Request for copies, return of forms or transfer of consideration to another announcement will not be honored.

This is a designated drug testing position.

This is a bargaining unit position.

Any false or fraudulent information submitted as part of your application package, or its attachments, may be grounds for removal after beginning employment.

Employees must meet qualification standards and other regulatory requirements.

All qualified applicants will receive consideration for employment without regard to race, color, religion, age, national origin, sex, lawful political affiliation, marital status, disability, or membership or non-membership in a labor union.

SUMMARY OF MEETING

TOPICS: Realignment of Respiratory Therapy Staff (Tuskegee) to Acute Care and Specialties

Conference Call – 10/20/2010

Attendees: Dr. Gilmer Rodriguez, Carolyn Caver-Gordon, Joseph Lynn, John Weaver, Karen Gholston, Wendell Echols

Recorder: Patricia Randall, Health System Specialist

1. Overview:

- This meeting was called to discuss the realignment of respiratory therapy staff (Tuskegee Campus) to Acute Care and Specialties as identified in the hospital bulletin 10-29 "Change in Organizational Structure".
- There are currently 3.8 FTEE assigned to the unit:
 - Shirley Armer, Certified Respiratory Therapy Technician 1.0
 - Dylan Jones, Certified Respiratory Therapy Technician 1.0
 - Contessa McCloud, Registered Respiratory Therapist 0.8 FTEE
 - David Burston, LPN 1.0 FTEE
- The original approved staffing prior to the staff was align to Nursing was as follow:
 - One FTEE Lead Respiratory Therapist
 - Four Certified Respiratory Therapy Technicians/Registered Respiratory Therapist
- The operation time for Respiratory Therapy on Tuskegee Campus is Sunday – Saturday, from 7:30 a.m. to 6:00 p.m.
- Staff current work compressed tour – 10 hours shifts 4 days per week.

2. After discussion the group agreed on the following:

- Realignment of Respiratory Therapy staff to Acute Care and Specialties, under the supervision of Mr. Joseph Lynn, Cardio Pulmonary Supervisor, effective 11-7-2010.
- Mr. Lynn's duty station will remain on the Montgomery Campus, but will travel between campuses to provide supervisory oversight.
- Nursing personnel (LPN) alignment will remain in Nursing Service. Assignment will be based upon current available positions.
- Work schedule for the next 2 weeks has already been posted, schedule will remain in place.

Summary of Meeting: Realignment of Respiratory Therapy Staff (Suskege Campus) 10-20-2010

3. Follow-up Actions:

- Acute Care and Specialties (receiving service) will complete Request for Personnel Action (SF 52's) to realign staff.
- Acute Care and Specialties will complete a space assessment
- Acute Care and Specialties will also submit changes and information to changes for DSS mapping, Payroll T&L Unit assignment and Synquest/Education recording to the responsible service.
- Acute Care and Specialties will submit recruitment packages to the Position Management Group (PMG) for the vacant Respiratory Therapy positions. Ms. Caver-Gordon, stated she will be present in PMG and can provide supporting information if needed.
- Ms. Caver-Gordon and Ms. Gholston will meet with Mr. Bursion to discuss available LPN positions and work assignment.
- Ms. Gholston will ensure FY 2010 performance evaluations are completed, submitted to HR and issued to staff according to CAVHCS policy.
- Employees Competency Folders will be given to Acute Care and Specialties after all evaluations have been closed out.
- Nursing will turn in Respiratory Therapy/EKG office keys (if any) to Engineering Service.
- Dr. Rodriguez, Mr. Lynn and Mr. Echols will meet to discuss one employee request for reasonable accommodations (Alternate Work Schedule).
- Ms. Randall will prepare memos for the Director's signature notifying employees of effective date of realignment.
- Nursing and Acute Care and Specialties will update and submit organizational charts reflecting the new alignment/organizational structure.
- The group agreed that any changes in work conditions be discussed with AFGH (503 and 110)

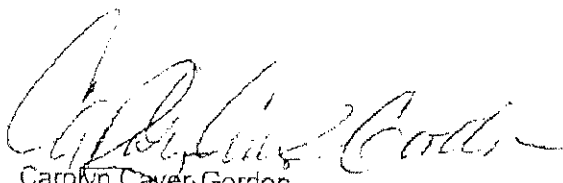
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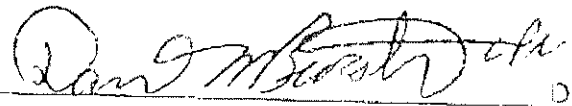
Department of
Veterans Affairs

Memorandum

Date: May 6, 2011
From: Associate Chief Nurse, Mental Health (118M)
Subj: Reassignment
To: David L. Burston, LPN (118) – Tuskegee Campus

1. Due to the realignment of Respiratory Therapy, effective May 22, 2011 you will be reassigned from Licensed Practical Nurse, GS-0620-6, Step 3, \$37,233 per annum Nursing (Respiratory Section) to Licensed Practical Nurse, GS-620-6, Step 3, \$37,233 per annum, Nursing, Geriatrics, Extended Care & Rehabilitation.
2. Your primary duty station will not change, it will remain 619T – Tuskegee, Alabama; however, you may be required to travel and work at other CAVHCS sites. Please report at 7:30 AM, Monday, May 22, 2011 to Mrs. Joice Promisee, RN, ACNS, Geriatrics, Building 129-1st Floor, CAVHCS Tuskegee Campus. Your tour of duty will be 7:30 AM to 4:00PM initially for a complete orientation. Your off days and tour of duty will be coordinated by your nurse manager.
3. If you have questions about this decision, please feel free to contact Ms. Lisa Brown, HR Specialist at 334-725-3022 or email at LisaBrown10@VA.gov


Carolyn Caver-Gordon,
Associate Chief Nurse Mental Health (118M)

Employee Signature: 

Date

Cc: AFGE Local 110

HR (05)

Nurse Manager, Clinical Support

This Signature is for Receipt only, not in any agreement

*Rec'd
CP*

VHA Core Values: Trust - Respect - Commitment - Compassion - Excellence

**Department of
Veterans Affairs****Memorandum**

Date: June 9, 2011
From: Director (00)
Subj: Cease and Desist dated June 2, 2011
To: Diane Peterson, President, AFGE Local 110

1. I am in receipt of your correspondence as referenced above concerning the reassignment of Mr. David Burston, LPN, Patient Care Services. Your memorandum is the second demand for the Agency to cease and desist further implementation of the reassignment of Mr. Burston until bargaining obligations have been met.
2. As stated in my previous correspondence, Mr. Burston was assigned to perform respiratory care from January 17, 2010 – May 21, 2011. He has reported to Patient Care Services since January 17, 2010 as is reflected on his Form 50.
3. In your correspondence of June 2, 2011, you challenge the fact the bargaining unit employees were not present to discuss the realignment of Respiratory Therapy. You also mention the fact that the Union did not call for the meeting and had no responsibility to ensure employees were in attendance at the meeting. You are correct on both counts.
4. Management is not required to negotiate with bargaining unit employees regarding changes in working conditions. The Union serves as their representative and is responsible for serving their best interests. The President of Local 110 was present at the meeting for this purpose. Management called this meeting in good faith to discuss the changes and to allow the Union to raise any concerns they may have. The Union did not challenge the changes discussed at the meeting. The Union did not submit a request for an additional meeting after receiving the minutes of that meeting.
5. Although the effected bargaining unit employees were not in attendance at the October 20, 2010 meeting; a meeting was held with them on October 28, 2010 to discuss the realignment. Mr. Burston did not attend this meeting due to management granting his request to change his off day in order to attend a class. However, his supervisor, Karen Gholston, met with Mr. Burston on November 3, 2010 at 10:00 am and discussed the realignment with him. In addition, there were numerous discussions with Mr. Burston regarding his pending reassignment by both Nursing Service and Human Resources beginning on or about October 28, 2010.
6. There was no reduction in Mr. Burston's pay. His salary remains the same after the reassignment. Management did not arbitrarily end Mr. Burston's Compressed Work Schedule (CWS). Rather, he was reassigned based on an operational necessity. As an LPN, Mr. Burston could not perform all tasks completed by Respiratory Therapists, such as blood gases and suction. In order for Mr. Burston to give a nebulizer treatment, a Respiratory Therapist had to be present with him. Therefore, placing Mr. Burston in a position which allows him to perform the duties of an LPN was in the best interest of the

service. He may submit a request to work a CWS in his current assignment and it will be handled in accordance with the Master Agreement and the needs of the service.

7. Management has a right to reassign employees for legitimate agency needs. The Agency acted in good faith and discussed the changes with the Union prior to putting them into effect. The Union did not challenge or make any proposals regarding the changes at the time those discussions took place. Management scheduled a meeting with the employee and Union for May 6, 2011 before the reassignment was effective, but the Union stated they were unavailable. However there were two other Union representatives scheduled to be on official time and could have attended the meeting with Mr. Burston.
8. As previously stated, the Agency is willing to meet with the Union to discuss any concerns or questions you may have regarding the reassignment. You may contact Ms. Carolyn Caver-Gordon at extension 5092 to schedule a meeting. However, Mr. Burston's reassignment was effective May 22, 2011 and remains in effect.
9. You may contact Mrs. Taylor at extension 4092 if you have any questions concerning this memorandum.



Glen E. Struchtemeyer

Cc: ADPCS
HRMS

UNITED STATES OF AMERICA
FEDERAL LABOR RELATIONS AUTHORITY
ATLANTA REGIONAL OFFICE

AFGE LOCAL 110
Charging Party

v.

Case Number: AT-CA-11-0496

DEPARTMENT OF VETERANS AFFAIRS
Agency

AGENCY'S RESPONSE TO COMPLAINT
AND NOTICE OF HEARING

Charging Party: AFGE Local 110
PO Box 2141
Tuskegee, AL 36083

Agency: Central Alabama Veterans Hospital Care System (CAVHCS)
Department of Veterans Affairs

Location: CAVHCS
2400 Hospital Road
Tuskegee, AL 36083

Charge: Alleged violation of 5 U.S.C. Statute 7116(a), Section 5 and 8

1. This unfair labor practice complaint and notice of hearing is issued under 5 U.S.C. Sections 7101-7135 and 5 C.F.R. Chapter XIV.

Response: Admit

2. The Department of Veterans Affairs, Central Alabama Veterans Health Care System, Tuskegee, Alabama (the Respondent) is an activity under 5 U.S.C. Section 7103(a)(3).

Response: Admit

3. The American Federation of Government Employees, AFL-CIO (AFGE), is a labor organization under 5 U.S.C. 7103(a)(4) and is the exclusive

representative of a unit of employees appropriate for collective bargaining at the Respondent.

Response: Admit

4. AFGE Local 110 (Local 110) is an agent of AFGE for the purpose of representing employees at the Respondent within the unit described in paragraph 3.

Response: Admit

5. Local 110 filed the charge in Case No. AT-CA-11-0496 with the Atlanta Acting Regional Director on September 1, 2011.

Response: Admit

6. Copies of the charge described in Paragraph 5 were served on the Respondent.

Response: Admit

7. During all times material, Carolyn Caver-Gordon occupied the position of Associate Chief Nurse Mental Health at the Respondent's facility.

Response: Explanation below.

Ms. Caver-Gordon was acting in the position of Associate Director Patient Care Services (ADPCS) at the time of the realignment of Respiratory Therapy. She occupied the position of Associate Chief Nurse Mental Health at the time Mr. Burston received the notice of reassignment on May 6, 2011.

8. During all times material, the individual identified in paragraph 7 was a supervisor or management official for the Respondent.

Response: Admit

9. During all times material, the individual identified in paragraph 7 was acting on behalf of the Respondent.

Response: Admit

10. Prior to May 6, 2011, David Burston, a bargaining unit employee, worked Friday, Saturday, Sunday, and Monday from 7:30 AM to 6:00 PM.

Response: Explanation below.

- Mr. Burston's schedule was not changed on May 6, 2011.
- He received the notice on May 6, 2011 that his schedule would be changed effective May 22, 2011 to 7:30 am – 4:30 pm.
- He was further notified this was in order to provide him with an orientation and that his off days and tour of duty would be coordinated by his nurse manager.
- Just prior to the reassignment, which was effective on May 22, 2011, Mr. Burston was scheduled to work Friday, Saturday, Sunday, and Monday from 7:30 am – 6:00 pm.

11. On May 6, 2011, Caver-Gordon notified Burston that his schedule was going to be changed to work from 7:30 AM to 4:00 PM on Monday through Friday.

Response: Admit with the following explanation:

- The notice informed Mr. Burston the change to his tour of duty would *initially* be 7:30 am – 4:00 pm for orientation.
- It also notified him that his off days and tour of duty would be coordinated by his nurse manager. (See M-EX 11 in Agency Response to Unfair Labor Practice Charge)
- The Agency notified the Union on June 9, 2011 in response to the second Cease and Desist that Mr. Burston may submit a request to work a Compressed Work Schedule (CWS) in the position he was reassigned to.

12. The Respondent did not give Local 110 advance notice or an opportunity to bargain over the change described in paragraph 11.

Response: Deny

A. Negotiations took place regarding the realignment of Respiratory Therapy on October 20, 2010.

- Mr. Burston's reassignment was a result of the realignment of Respiratory Therapy.
- A meeting was held on October 20, 2010 to discuss the realignment of Respiratory Therapy.
- Dr. Gilmer Rodriguez, Associate Chief of Staff, Acute Care & Specialties; Carolyn Caver-Gordon, Associate Chief Nurse, Mental Health; Joseph Lynn, Cardio-Pulmonary Supervisor; John Weaver, Respiratory Therapist; Karen Gholston, Nursing Supervisor; and Wendell Echols, President AFGE Local #110, were in attendance at the meeting via conference call.
- David Burston was identified as the LPN assigned to Respiratory Therapy.

- The group agreed nursing personnel (LPN) alignment would remain in nursing service. They further agreed assignment would be based upon current available positions.
- B. The Agency met their bargaining obligations when they discussed the realignment of Respiratory Therapy on October 20, 2010. The Local 110 President, Wendell Echols, was involved in those discussions. A change in union officials does not erase management's bargaining efforts.
- C. The supervisor met with Mr. Burston on November 3, 2010 and discussed what was going to take place regarding his position as was agreed at the meeting with the Union. This was the same information that had already been discussed with the Union in the meeting held on October 20, 2010.
- D. Management received notice from the State of Alabama Nursing Board that Mr. Burston's LPN license was suspended on November 22, 2010. The Agency could not reassign him to another nursing position until they were satisfied his license issue was resolved.
- E. On Friday, May 6, 2011, Jerri Taylor, Human Resource Specialist, sent an email containing the Summary of the Meeting as an attachment to Debra Tazewell, AFGE Local #110 Union Official. In the e-mail, Ms. Taylor referred Ms. Tazewell to the supervisors for the specifics of the meeting.
- F. On May 6, 2011, management tried to schedule a meeting with the union and Mr. Burston to discuss any concerns raised by them and to issue the notice. The union claimed they did not have anyone available. However, the schedule demonstrated otherwise. The meeting was scheduled for 11:00 am. The following officials were showing on official time: Allen Jones, 1st Vice-President (Fridays – 10:30 am to 2:30 pm), James Lowe, 2nd Vice-President (Fridays 8:00 am to 12:00 noon), Jacqueline Turk-Jerido, Treasurer (Fridays 8:00 am to 4:30 pm), and Carolyn Moss, Chief Steward and other stewards who request time as needed. Any one of those officials could have met to discuss this matter with management.
- G. The Union filed a Cease and Desist dated May 16, 2011. Management provided the name and phone number of the management official for the union to contact to schedule a meeting to discuss the reassignment.
- H. The Union filed a second Cease and Desist dated June 2, 2011. Management again provided the name and phone number of the management official for the union to contact to schedule a meeting to discuss any concerns or questions regarding the reassignment.
- I. The Agency had a valid business reason for the reassignment to another nursing position. Mr. Burston could not perform all of the necessary

functions in Respiratory Therapy and could not work independently. The reassignment to nursing services would allow him to utilize his skill set to the maximum extent possible. This was explained to the union in the written response dated June 9, 2011.

- J. This was a result of the realignment of Respiratory Therapy. There was no ULP claiming Management failed to bargain concerning the other employees in that service. Mr. Burston's reassignment was the result of the same agency action as the other employees assigned to Respiratory Therapy. The difference was that he was not a Respiratory Therapist and could not work independently on many of the functions. He was a nurse and management left him in nursing services as agreed to by management and the union.
 - K. The new Master Agreement went into effect on March 15, 2011. While there was no language in effect at the time of the realignment of Respiratory Therapy; the new Agreement does provide language concerning the reassignment of an employee. Since reassignment is covered by the Master Agreement and is not a proper subject for mid-term bargaining under Article 47, Section 4, an agency is not required to bargain during the term of an agreement over matters that are "contained in or covered by an agreement." US Dept of HHS, SSA, Balt., MD, 47 FLRA 1004 (1993).
13. By the conduct described in paragraphs 11 and 12, the Respondent committed an unfair labor practice in violation of 5 U.S.C. 7116(a)(1) and (5).

Response: Deny

Respectfully submitted on this the fifth day of June 2012.



Bob Boulware
Bob Boulware, Regional Counsel

CERTIFICATE OF SERVICE

CASE NO. AT-CA-11-0496

The below-signed hereby certifies that on June 5, 2012, I served the foregoing Agency's Response to Complainant and Notice of Hearing upon the interested parties by the methods indicated below:

BY UPS

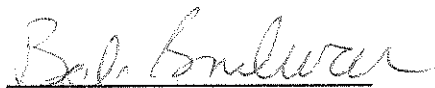
Federal Labor Relations Authority
Chief Administrative Law Judge
Office of Administrative Law Judges
1400 K Street, N.W., Third Floor
Washington, D.C. 20424-0001

Richard S. Jones
FLRA Atlanta Region
225 Peachtree Street, N.E.
South Tower, Suite 1950
Atlanta, GA 30303-1723

BY REGULAR MAIL

Diane Peterson, President
AFGE, Local 110
P.O. Box 2141
Tuskegee, AL 36083

Julia Akins Clark, General Counsel
Office of General Counsel
FLRA
1400 K Street, Second Floor
Washington, D.C. 20424-0001



Bob Boulware, Attorney for Agency



UNITED STATES OF AMERICA
FEDERAL LABOR RELATIONS AUTHORITY

225 Peachtree Street, NE,
South Tower, Suite 1950
Atlanta, GA 30303

Telephone 404/331-5300

Fax 404/331-5280

June 21, 2012

W. Robert Boulware, Staff Attorney
Veterans Affairs Office of Regional Counsel
345 Perry Hill Road
Montgomery, Al 36109

Re: Department of Veterans Affairs
Central Alabama Health Care System
and
American Federation of Government Employees,
Local 110
Tuskegee, Alabama
Case No. AT-CA-11-0496

Dear Mr. Boulware:

I have approved the Settlement Agreement for the above-referenced case. The Agency must now begin to comply with the terms of the Agreement.

A copy of the Agreement is enclosed. As specified in the Agreement, the Agency agrees to pay David Burston back pay equal to \$783.13 within thirty (30) days. The Agency is required to notify once payment has been made to Mr. Burston. The Union should be served with this notification as well.

If you require any assistance or further information concerning compliance in this matter, please contact Melissa M. Hardy, Compliance Officer, by phone at (404) 331-5300, ext. 5011, or by e-mail at: mhardy@flra.gov.

Sincerely,

A handwritten signature in dark ink, appearing to read "Richard S. Jones", is written over a light blue horizontal line.

Richard S. Jones
Regional Director

Case No. AT-CA-11-0496

Page 2

Enclosure

cc: Diane Peterson, President
AFGE, Local 110
P. O. Box 2141
Tuskegee, AL 36083

UNITED STATES OF AMERICA
FEDERAL LABOR RELATIONS AUTHORITY

DEPARTMENT OF VETERANS AFFAIRS,
CENTRAL ALABAMA VETERANS HEALTH
CARE SYSTEM,
TUSKEGEE, ALABAMA

Respondent

and

Case No. AT-CA-11-0496

AMERICAN FEDERATION OF GOVERNMENT
EMPLOYEES, LOCAL 110

Charging Party

SETTLEMENT AGREEMENT

The undersigned Respondent and the undersigned Charging Party in settlement of the above matters, and subject to the approval of the Regional Director for the Federal Labor Relations Authority, **HEREBY AGREE AS FOLLOWS:**

1. The Department of Veterans Affairs, Central Alabama Veterans Health Care System, Tuskegee, Alabama (the "Respondent" or the "Agency") agrees to pay David Burston back pay equal to \$783.13 within 30 days of the Regional Director's approval of this agreement.

REFUSAL TO ISSUE COMPLAINT - In the event the Charging Party fails or refuses to become a party to this Agreement, and if the Regional Director concludes that it will effectuate the policies of the Statute, this Agreement shall be between the Agency and the undersigned Regional Director. A review of such action may be obtained pursuant to Section 2423.11(b)(2) of the Regulations of the Federal Labor Relations Authority if an appeal is filed within 25 calendar days thereof. This Agreement is contingent upon the General Counsel sustaining the Regional Director's action in the event of an appeal. Contingent upon compliance, the approval of this Agreement by the Regional Director shall constitute a withdrawal of any Complaint(s) and Notice of Hearing heretofore issued in this case.

PERFORMANCE - Performance by the Agency of the terms and provisions of this Agreement will commence as set forth above after the Regional Director approves the Agreement or, in the event the Charging Party does not enter this Agreement, performance will commence immediately upon receipt by the Agency of advice that no appeal has been filed or that the General Counsel has sustained the Regional Director's decision to approve the Agreement.

NOTIFICATION OF COMPLIANCE - The parties to this Agreement will notify the Regional Director in writing what steps the Agency has taken to comply with the terms of the Agreement. Such notification will be made within 30 calendar days from the date of the approval of this Agreement, or, in the event the Charging Party does not enter this Agreement, after the receipt of advice that no appeal has been filed or that the General Counsel has sustained the Regional Director.

COMPLIANCE WITH SETTLEMENT AGREEMENT - Upon approval by the Regional Director this agreement will hold in abeyance any Complaint(s) and Notice of Hearing(s) previously issued in the case. Contingent upon compliance with the terms and provisions of this agreement all Complaint(s) and Notice of Hearing(s) heretofore issued in this case will be considered withdrawn. Failure to comply with the terms and provisions of the agreement will result in the Complaint(s) being reinstated.

DEPARTMENT OF VETERANS AFFAIRS
CENTRAL ALABAMA VETERANS HEALTH CARE SYSTEM
TUSKEGEE, ALABAMA

By: James R. Talton
Interim Director for CAVHS 6/15/12
(Type or Print Name and Title) (Date)

/s/ James R. Talton

(Signature)

AMERICAN FEDERATION OF
GOVERNMENT EMPLOYEES, LOCAL 110

By: Diane Peterson
AFGE Local 110 President 6/15/12
(Type or Print Name and Title) (Date)

/s/ Diane Peterson

(Signature)

Approved by: Richard S. Jones 6/18/12
Regional Director (Date)



UNITED STATES OF AMERICA
FEDERAL LABOR RELATIONS AUTHORITY

South Tower - Suite 1950
225 Peachtree Street
Atlanta, GA 30303

January 31, 2012

Diane Peterson, President
AFGE, Local 110
P.O. Box 2141
Tuskegee, AL 36083

Re: Department of Veterans Affairs
Central Alabama Veterans Health Care
System
and
American Federation of Government
Employees, Local 110
Tuskegee, Alabama
Case No. AT-CA-11-0496

Dear Ms. Peterson:

This confirms your request to withdraw the allegation of section 7116(a)(8) in the above captioned case.

Based upon this request, I have approved the withdrawal of this allegation only.

Sincerely,

A handwritten signature in black ink, appearing to read "Richard S. Jones", is written over the typed name.

Richard S. Jones
Regional Director

cc: W. Robert Boulware, Staff Attorney
Department of Veterans Affairs
VA Office of Regional Counsel
345 Perry Hill Road
Montgomery, AL 36109



UNITED STATES OF AMERICA
FEDERAL LABOR RELATIONS AUTHORITY

South Tower - Suite 1950
225 Peachtree Street
Atlanta, GA 30303
(404) 331-5300 telephone no.
(404) 331-5280 fax no.

December 7, 2012

W. Robert Boulware, Staff Attorney
Veterans Affairs Regional Office of Regional
Counsel
345 Perry Hill Road
Montgomery, AL 36109

Re: U. S. Department of Veterans Affairs
Central Alabama Health Care System
and
American Federation of Government Employees,
Local 110, AFL-CIO
Tuskegee, Alabama
Case No. AT-CA-11-0496

Dear Mr. Boulware:

Respondent having satisfactorily complied with the requirements of the Settlement Agreement in the above-referenced matter, the case is hereby closed.

Sincerely,

A handwritten signature in black ink, appearing to read "Richard S. Jones", is written over a horizontal line.

Richard S. Jones
Regional Director

cc: Diane Peterson, President
AFGE, Local 110
P. O. Box 2141
Tuskegee, AL 36083